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The Solicitors' Journal and Reporter.

LONDON, MARCH 5, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE SUGGESTION, contained in Mr. FRASER'S letter last week, that a committee should be appointed by the Council of the Incorporated Law Society to watch the progress of the Land Transfer Act, 1897, in its application to London, appears to be valuable and well-timed. If such a committee is appointed at an early date, it will be able, even before London becomes subject to the Act, by the dissemination of information as to the practical procedure to be adopted when it has come into operation, to render great service to metropolitan solicitors. Then, after the 1st of July, there will certainly be urgent need of some body to collect statistics with regard to the working of the system; to consider and report on difficulties which arise, and generally to keep a watch on the working of the Land Registry Office. We hope that the suggestion will be carried into effect at an early date. The new rules, when they appear, will, no doubt, furnish sufficient food for a good deal of consideration on the part of such a committee.

MR. JUSTICE BARNES, after having shewn exceptional qualifications for the duty of trying witness actions as an additional judge of the Chancery Division, is, it appears, to be relegated to his duties in the Probate and Divorce Division, and Sir FRANCIS JEUNE is take his place, probably for the remainder of the sittings.

THE REMOVAL of Messrs. FRESHFIELDS & WILLIAMS from Bank-buildings to premises in Old Jewry, which are, we believe, intended to be known as New Bank-buildings, ends an occupation of offices which, we fancy, is without a parallel for length among solicitors. Mr. J. W. FRESHFIELD and Mr. JOSEPH KAYE, solicitors to the Bank of England, in 1809, moved into offices (originally called "New Bank-buildings") which were erected for them by Sir JOHN SOANE; and in these same offices, long known as Bank-buildings, during a period of eighty-eight years, the business of the successors of the original partners has been carried on.

THE INCORPORATED LAW SOCIETY are issuing to each of their members a Handbook of the Society, which is full of information of interest to solicitors and articled clerks. It contains, first of all, a history of the society, followed by a history of the profession; then comes a list of legal appointments of a public

nature, arranged under the headings of "Appointments confined to Barristers," "Appointments confined to Barristers or Solicitors," and "Appointments confined to Solicitors," with the salaries and references to the statutory qualifications. Information is next given as to the admission of English solicitors in the colonies, and of colonial solicitors in England. Part 2 contains the charters, Acts, bye-laws, and rules affecting solicitors, and the regulations with reference to solicitors' examinations, with information as to prizes; and we are particularly glad to see included a complete list of the Honours men since 1856.

THE Criminal Evidence Bill has been introduced in the House of Lords by the Lord Chancellor, and its text has now been published. The leading provision is that every person charged with an offence, and the wife or husband, as the case may be, of the person so charged, is to be a competent witness at every stage of the proceedings, whether the person so charged is charged solely or jointly with any other person. Upon this clause there are engrafted a series of provisoes. The person charged is not to be called as a witness without his consent; and, save in proceedings under certain specified Acts, the wife or husband is not to be called without the like consent—that is, the consent of the person charged. Moreover, a limitation is placed upon the cross-examination of the prisoner as to credit. He is not to be asked any question tending to shew that he has been previously convicted, or is of bad character, unless (1) the previous conviction would be admissible evidence of the offence for which he is being tried; or (2) he has himself called evidence of good character; or (3) he has given evidence against any other person charged with the same offence. These provisions as to cross-examination were omitted in last year's Bill, and have been now re-introduced apparently in deference to the objections which were then raised. They have formed, however, the subject of a vigorous attack by Mr. Justice GRANTHAM in a letter to the *Times* of the 2nd inst. The learned judge complains that an old hand, who is giving evidence on his own behalf, will have, at any rate, in cases under the Criminal Law Amendment Act, an unfair advantage over the prosecutor, and unless his credit can be destroyed by cross-examination as to previous convictions, the prosecutor and his witnesses will very probably leave the court under the suspicion of perjury. Under the existing statutes which make prisoners competent witnesses, it seems that the practice of the judges varies, some allowing and some refusing to allow cross-examination as to credit where no evidence of character has been given. It is possible that in the class of cases to which Sir WILLIAM GRANTHAM refers, a previous bad record raises a strong presumption against the prisoner, and may serve to fortify a case which on oath of prosecutor against oath of prisoner could not succeed. But this is a presumption which is not lawfully admissible as evidence, and in some cases it would lead to wrongful conviction. The only safe plan is to adhere to the principle that the prisoner must be tried on the evidence relating to the particular charge against him, and his previous history is only relevant to rebut evidence of character.

THE DECISION of KEKEWICH, J., in *Re Maynards' (Limited)* upon the sufficiency of the statement of the consideration in a contract filed under section 25 of the Companies Act, 1867, comes as a sequel to the recent decision of the Court of Appeal in *Re Kharaskhoma Exploring and Prospecting Syndicate (Limited)* (46 W. R. 37). In the latter case the Lords Justices, in deciding that it was not sufficient for the filed contract to recite that by a previous unfiled agreement it was agreed to allot the shares "for the considerations therein mentioned," expressly declared that they had no intention of determining with what degree of particularity the consideration must be stated. The question of particularity, however, has not been long in coming up for decision. In *Re Maynards' (Limited)*, KEKEWICH, J., has just held that the filed contract does not state the consideration with sufficient particularity if it merely contains a recital which, while setting out in full the price to be paid and the manner of payment, simply describes the property sold as "the businesses, property, and leasehold hereditaments" mentioned in the schedule to the principal contract. His lordship said that such a document was lacking in one of the essential elements of a contract—namely, "in the description of the thing to be purchased," and that although in the *Kharaskhoma case* the Court of Appeal would not say what degree of particularity was necessary, yet their judgments clearly shewed that there must be some particularity. In the case before his lordship there was no particularity whatever, for the filed document did not contain a single word of information about the situation of the property or businesses, nor did it state whether the leasehold premises consisted of one house or fifty, or were demised at rack-rents or ground-rents; the property was merely described by reference to a schedule which did not form part of the document itself and which it was not possible to inspect. His lordship decided, therefore, that the contract was bad, and in making the order for the rectification of the register, followed the course adopted by the Court of Appeal in *Re The New Eberhardt Co.* (38 W. R. 97)—which case, however, is not reported upon this particular point—and only ordered the applicant's name to be struck off the register. It would seem, therefore, that in cases of rectification of the register on the ground of irregularity in the filed contract, the order should simply direct that the applicant's name be struck off the register, and should not be in the form frequently used, which directs that after the applicant's name has been cancelled a new and sufficient contract should be executed and filed, and new shares issued and delivered to the applicant.

A CURIOUS POINT, upon which there seems to be no authority, arises on the question of registration of copyright in a newspaper. It was originally held (*Cox* v. *Land and Water Journal Co.*, 18 W. R. 206, L. R. 9 Eq. 324) that a newspaper did not require registration under the Copyright Act of 1845, and it was there pointed out by MALINS, V.C., that none of the objects for which registration was required in the case of a book seemed to apply in the case of a newspaper. This decision, however, was not followed by JESSEL, M.R., in *Walter* v. *Howe* (29 W. R. 776, 17 Ch. D. 708), where it is laid down that a newspaper is clearly within the Act and requires registration, and this view was also adopted in *Cate* v. *Devon, &c., Newspaper Co.* (40 Ch. D. 500). It may, therefore, be taken as settled law that a newspaper must be registered under the Copyright Act, and therefore the date of publication of the first number must be registered, and such registration "protects each subsequent number as it is published": see Scrutton on Copyright. If this is so, at what date does the copyright expire? It is not the name of the paper which is protected, for there is no copyright in a title (*Kelly* v. *Hutton*, L. R. 3 Ch. 703); and if it were, it would be obvious that the copyrights of all the leading newspapers would have expired. It is, therefore, the matter published which is protected, but in the case of a daily paper new matter is published daily, and if a newspaper is a book, each number is a new book, or at any rate a new edition, which is entitled to copyright in respect of all new matter. There seems to be this dilemma: if the newspaper itself is entitled to protection only when registered, that is equivalent to saying that there can be copyright to a title, because the title is the only part of a newspaper which does not change; and this is bad law. If, on the other hand, the matter published is protected, it is difficult to see any logical reason for protecting—*e.g.*, an article published in a newspaper merely because the proprietor of that paper is the registered owner in respect of a publication perhaps forty years earlier and concerned with entirely different matters. It would seem, therefore (as is so frequently the case in copyright law), that, although no doubt the decision of JESSEL, M.R., was correct, inasmuch as a newspaper comes within the words of the Act, the reasons given by MALINS, V.C., for the contrary view are equally cogent. And, whatever may be the true view of the matter, it would appear to be necessary for owners of newspapers to re-register at the end of forty-two years from the date of first publication, though the point does not seem to have arisen in practice.

THE BILL introduced by the Lord Chancellor, which has recently passed its second reading in the House of Lords, will,

if becomes law unaltered, be one of the shortest Acts on the Statute Book, for the operative part of it consists of less than three lines. It is to be known as the Bail Act, 1898, and it provides that "Where a justice or coroner has power to admit to or accept bail for appearance, he may dispense with sureties if, in his opinion, the so dispensing will not tend to defeat the ends of justice." Bail is at present in most cases granted under the provisions of section 23 of Jervis's Act (No. 1), which gives justices discretion to admit an accused person to bail "upon his procuring such surety or sureties as, in the opinion of the justice, will be sufficient to ensure the appearance of the accused at the time and place of trial." It no doubt often happens that a man who is not in the least likely to attempt to escape from justice is kept in prison awaiting trial for a considerable time, simply because he cannot obtain sureties. It is also the fact that the powers given to them by the Assizes Relief Act, 1889, are but little used by justices except where the accused person can be released on bail, because of the hardship of keeping him in prison till the quarter sessions when he has the opportunity of being sooner tried at the assizes. Even when these powers are used, some of the judges insist on clearing the gaols in spite of the Act. This course is not expressly forbidden by the Act, and certainly seems but in accord with the principle of gaol delivery. It is, however, obviously contrary to the intention of the Act, and both the Lord Chancellor and Lord HERSCHELL seem to have strong doubts as to the legality of the judges so doing. Apart from the difficulties placed in the way of granting bail by the necessity of the accused person finding sureties, we venture to doubt whether the magistrates are so loath to release accused persons on bail as the Lord Chancellor and other judges seem to think. In most cases discretion must be left to justices to admit to bail or not, and if they have any well-founded doubt as to the available security being sufficient to bring about the appearance of the accused at the trial, they ought merely to refuse bail. Probably the judges who have recently been adversely criticizing the magistrates in this respect really know but little of the reasons which lead them to refuse bail in any particular case. These reasons do not appear on the depositions, and neither the committing justice nor the justices' clerk, who probably knows most about them, is present to give the reasons.

A DIVISIONAL COURT (GRANTHAM and WRIGHT, JJ.) has removed (for the present, at all events) the difficulty occasioned by the death of a candidate at the election of county councillors for one of the divisions for the county of London. The death occurred after the nomination and before the poll. The difficulties which arose well illustrate the dangers which beset the modern system of legislation by incorporation and reference. The Local Government Act, 1888, provides (section 2) that county councillors shall, subject to the provisions of that Act, be elected in like manner as town councillors in a borough; and section 75 incorporates certain parts of the Municipal Corporations Act, 1882, including section 58 of that Act. Turning to this section, we find that it provides that "if an election of councillors is contested, *the poll* shall, as far as circumstances admit, be conducted as the poll at a contested Parliamentary election is, by the Ballot Act, 1872, directed to be conducted, and" [subject to certain modifications] "the provisions of the Ballot Act, 1872, relating to *a poll* at a Parliamentary election . . . . shall apply to a poll at an election of councillors." There is thus no doubt that the *poll* at a county council election is to be conducted according to the provisions of the Ballot Act. It is to be observed, however, that there is no express incorporation of the provisions of that Act with respect to matters arising before the poll; and further, that in a county council election the dates are fixed within certain limits by the council itself, and the nomination of candidates is regulated by a series of rules contained in the 3rd schedule to the Municipal Corporations Act; so that as to these matters the Ballot Act can have no application. Then, turning to the Ballot Act, we find that section 2, and many subsequent sections, relate to the taking of the poll, and therefore apply to municipal elections. The question which has been decided is as to the application of section 1, or a part of that section. The side-note is "Nomination of candidates for Parliamentary elections," and the first three paragraphs relate to nomination, and to nothing else, and cannot apply to elections of county councillors, the nomination being in their case regulated by the enactments already referred to. But the final paragraph of the section provides for the case of a candidate at a contested election dying after the nomination and before the poll, and requires the returning officer in such a case to countermand notice of the poll, and to commence the proceedings afresh. This provision the court has held to be a provision relating to the poll, and therefore applicable in the case of the death of a candidate at a county council election, and a *mandamus* was accordingly issued on Wednesday last requiring the returning officer at the election in question (Central Hackney) to countermand the poll. This avoids what might have been an injustice (or an undue benefit) to some of the other candidates or their political parties; but it seems to involve a somewhat strained interpretation of the statute, and further difficulties seemed at the time likely to arise. When is the election for this division to be held? Clearly the returning officer has no power to fix the date, and it may be doubted whether the county council have such power, except in the case of the ordinary annual election; and in that case there is a limit of dates which it would now be impossible to conform to. It may also be doubted whether the county council will be properly constituted until this election has been held, and the vacancy certainly cannot be treated as a casual vacancy, and filled up accordingly. The Court, however, appear to have cut this knot also on Thursday by fixing a date for the election.

WHERE A solicitor is appointed executor or trustee under a will, and the usual provision is inserted that he shall be entitled to charge the estate for professional services, a series of cases, to which must be added the recent decision of KEKEWICH, J., in *Re White* (46 W. R. 247), establish the proposition that any sums which the solicitor so takes he takes as a legacy with the usual incidents of a legacy. Thus the provision is void altogether under section 15 of the Wills Act, 1837, if the solicitor is a witness of the will, and since the payment must be postponed to debts, he cannot charge if the estate is insolvent. The question was raised in *Re Barber* (34 W. R. 395, 31 Ch. D. 665), where the solicitor-executor was an attesting witness to the will, and where also the estate was insolvent. It was decided by CHITTY, J., against the solicitor upon the Wills Act, though he considered that the insolvency was also an answer to the claim. Apart from the provision in the will the executor could not have had his costs. Hence he took them by the bounty of the testatrix—that is, as a gift; and since a gift to an attesting witness is rendered void by section 15, the provision failed. This decision was approved by the Court of Appeal in *Re Pooley* (37 W. R. 17, 40 Ch. D. 1), where again the solicitor, who was executor and trustee under a will and was empowered to charge his costs, was an attesting witness. An attempt was made to distinguish the payment of costs from a gift on the ground that the solicitor did work for it, but the court considered it a sufficient answer that he could not have got paid except under the direction in the will. In that case COTTON, L.J., declined to go so far as to say that there was a legacy upon which legacy duty would be payable, but in *Re Thorley* (39 W. R. 565; 1891, 2 Ch. 613), where annual payments were directed to be made to executors for their trouble in carrying on the testator's business, the Court of Appeal held that these were liable to legacy duty. The case was considered to rest upon the same principle as *Re Pooley*, and LINDLEY, L.J., said it could not be decided otherwise without running counter to the reasoning of the court in that case. BOWEN, L.J., described the annual payments as conditional gifts of money out of the testator's estate, the conditions being that certain services should be rendered, and that the estate should bear fruit sufficient to satisfy the annuities. It might seem to follow that costs payable to a solicitor would also be subject to legacy duty, but the practical inconvenience would be very considerable, and it is understood that the Inland Revenue authorities have decided not to make such a claim: see *ante*, p. 256. The question of the insolvency of the estate arose in the recent case of *Re White*, and in view of the above authorities it would clearly have been impossible to decide it in

favour of the solicitor. His claim to costs, therefore, had to give place to the payment of creditors.

THE OBJECT of the system of judicial trustees, recently introduced here in analogy to judicial factors in Scotland, is to secure greater safety for the trust property. This is effected by the judicial trustee being required to give security for the due application of the property, and to bring his accounts into court every year for audit. Moreover, provision is made by the Judicial Trustee Rules, 1897, for the deposit in safe custody of all the title-deeds and certificates of the trust property, and, when so deposited, they cannot be dealt with except under an authority signed by the "officer of the court"—that is, where the proceedings are in the High Court, by a Master of the Chancery Division. In return for his trouble, the judicial trustee is entitled to remuneration out of the estate. An important question arose in the recent Scotch appeal of *Hutton* v. *Annan*, in the House of Lords, whether the effect of the passing of a new trust investment by the accountant of the court was equivalent to an approval of the investment by the court, so as to discharge the judicial factor from liability for a breach of trust involved in the investment. A judicial factor had invested trust-money in the bonds of the Greenock Harbour Trust, and the investment was in the ordinary course brought before the notice of the accountant of the court. It has been held in Scotland, and now by the House of Lords, that the investment was improper, and, were the judicial factor a private trustee, he would, of course, have to replace the money. But to absolve him from this liability on the ground that the investment had been passed by the accountant at the audit of the trust accounts would be a very serious innovation, and such a course has not been countenanced by the House of Lords. The passing, upon the occasion of an audit, of an investment *primâ facie* regular is a very different matter from giving official sanction to the investment, and this could only be done if the investment was from the beginning under the control of the court. A judicial trustee, like any other trustee, must assume the responsibility of duly investing the trust estate, and he cannot, in order to relieve himself from his proper liability, take advantage of a system meant to insure greater security for the property. To hold otherwise would make it incumbent upon the auditor to examine carefully into every investment, with a great increase of expense to the estate. There is the less reason for this, moreover, since the judicial trustee has the right at any time to require the directions of the court as to the administration of the trust, and can exercise this right in case of doubt as to the propriety of an investment.

THE PRIORITY OF DEBENTURE-HOLDERS.

THE recent decision of ROMER, J., in *Re Castell & Brown (Limited)* (46 W. R. 248; 1898, 1 Ch. 315), is of great importance with respect to the priority of debentures not secured by a trust deed, and it shews that in future such debentures cannot be relied upon to give a first charge on the real property of the company unless arrangements are made for taking the title-deeds out of the possession of the company and depositing them in some safe custody on behalf of the debenture-holders. In 1885 Castell & Brown (Limited) issued a series of debentures for £28,000, charged upon all the property of the company, both present and future, and one of the conditions of the issue was that the charge created by the debentures was to be a floating security, but so that the company was not to be at liberty "to create any mortgage or charge upon its freehold and leasehold hereditaments in priority" to the debentures. At the time of the creation of this charge the company had certain freehold and leasehold property, and the title-deeds of the property were left under the control of the directors. In 1892 the directors obtained from the Union Bank, the company's bankers, permission to overdraw the company's account, and the title-deeds of part of the freehold and leasehold property were deposited with the bank with a memorandum of deposit as security for the overdraft. The bank manager had no notice of the existence of the debentures, and he made no inquiries. Subsequently the interest on the debentures fell into arrear, and the debenture-holders brought an action to enforce their security. In this action the bank put in a claim to rank as incumbrancers to the extent of the amount of the over-draft in priority to the debenture-holders, and the claim was allowed by ROMER, J.

Under the above circumstances the dispute related to the priority of two equitable incumbrances, of which the charge in favour of the debenture-holders was first in point of time; and hence, had the equities been equal, that charge would, according to the ordinary rule, have prevailed. On the other hand, the bank had possession of the title-deeds, and the question arose whether this gave it a better equity, so as to displace the priority based upon the order of creation of the charges. Possession of the title-deeds is, of course, a circumstance of great weight in determining priorities, and the authorities go to shew that as between equities otherwise equal it is decisive. "We have," said KINDERSLEY, V.C., in *Rice* v. *Rice* (2 Drew. p. 81), "ample authority for the proposition, or rule of equity, that as between two persons whose equitable interests are of precisely the same nature and quality, and in that respect precisely equal, the possession of the deeds gives the better equity." In that case a vendor conveyed without receiving the purchase-money, and handed over the deeds with an indorsed receipt to the purchaser. The purchaser mortgaged by deposit and absconded. Applying the rule just quoted, KINDERSLEY, V.C., held that the possession of the title-deeds gave the equitable mortgagee a better equity than that which the vendor had in respect of his lien for unpaid purchase-money, and that the former, although later in date, was entitled to priority. The maxim *qui prior est tempore potior est jure* was, he observed, only applicable where the equities of the parties were in all other respects equal. One of the authorities upon which the Vice-Chancellor relied was a *dictum* of LEACH, M.R., in *Foster* v. *Blackstone* (1 My. & K. p. 307). "A better equity," said Sir JOHN LEACH, "is where a second incumbrancer, without notice, takes a protection against a subsequent incumbrancer which the prior incumbrancer has neglected to take. Thus a declaration of trust of an outstanding term, accompanied by delivery of the deeds creating and continuing the term, gives a better equity than a mere declaration of trust to a prior incumbrancer." This is a case in which the equities, apart from the possession of the title-deeds, are obviously precisely equal, and the possession of the deeds gives the priority. In *Lloyd's Banking Co.* v. *Jones* (33 W. R. 781, 29 Ch. D. 221) PEARSON, J., treated the rule in question as perfectly settled: "The doctrine of this court has always been that where there are equities which are otherwise equal, the possession of the deeds gives priority to the person who has got them."

In the present case ROMER, J., while admitting the rule, took exception to the generality with which, in the above cases, it was stated. So expressed it might be understood as giving the possessor of the deeds a necessary priority without regard to the circumstances under which they came into his hands. "In my opinion," said the learned judge, "these observations, if taken without any limit or restriction, go too far, for I do not think a prior equitable incumbrancer would have his priority where he did not obtain the deeds, if the deeds came to the hands of the subsequent incumbrancer through no default of any sort on his part." But before considering the question of default on the part of the debenture-holders there is the preliminary point whether the bank was put upon inquiry as to the existence of the debentures so as to be affected by constructive notice of them. In this case the equities of the two parties would not be equal, and the above rule would have no application. It is, of course, well settled that where debentures have been created as a floating security, the company, so long as they retain that character—that is, until upon default or otherwise the security crystallizes—is at liberty to deal with its property either by way of sale or mortgage; and it can by deposit of title-deeds create a charge on the specific property to which they relate which will rank in front of the debentures (*Wheatley* v. *Silkstone Coal Co.*, 29 Ch. D. 715). It was to avoid this result that the practice arose of introducing into the debentures a special restriction upon the creation of any mortgage or charge which should take priority of the debentures. At a time when such a restriction was still uncommon, it was held in a matter affecting personal property that notice of the debentures did not necessarily impose

on a subsequent incumbrancer the duty of reading the conditions, and that where the incumbrancer was misled into believing that there was nothing in the debentures to touch his security, he was not affected with constructive notice of the restriction (*English, &c., Investment Co.* v. *Brunton*, 41 W. R. 133; 1892, 2 Q. B. 700). But it would not be safe to rely upon this decision now that the restriction has become usual, and certainly not where the property in question is real estate.

Such a consideration only arises, however, when the subsequent incumbrancer has notice of the debentures. Whether, in the absence of express notice, he is so put upon inquiry as to have constructive notice is a point which has not previously been decided. If the right of inspection of the company's register of mortgages was not by section 43 of the Companies Act, 1862, expressly limited to creditors and members of the company, it would be possible that the register would give constructive notice; but as against a prospective creditor this limitation deprives it of any such effect. The sole question, then, is whether the mere fact that companies frequently issue debentures imposed on the bank in the present case the duty of making special inquiry. So to hold, however, would be to apply to new circumstances, and practically to extend, the doctrine of constructive notice, and to any such extension the courts are strongly opposed (see, for example, the judgment of BOWEN, L.J., in *English, &c., Investment Co.* v. *Brunton* (1892, 2 Q. B. p. 713). Upon this principle ROMER, J., acted in the present instance. Every company, he said, does not issue debentures, and, moreover, every debenture does not charge all the property of the company, and certainly not property the title-deeds of which are left with the company. It might just as well be said, he continued, that because it is common for private individuals to mortgage their properties, a person asked to make advances to a borrower, who appears to be unincumbered owner and has the deeds shewing him to be such owner, is bound to assume that the borrower has previously mortgaged, or to make special inquiries of him on that footing. Such a contention, in the opinion of the learned judge, would be unreasonable, and he held that there was no negligence on the part of the bank which could affect it with constructive notice of the debentures.

The question remains whether there were any special considerations affecting the failure of the debenture-holders to obtain possession of the deeds which would save them from the operation of the rule above referred to. The circumstances under which a legal mortgagee will be postponed to a subsequent incumbrancer who has lent money on the faith of the deeds are summed up in *Northern Counties Insurance Co.* v. *Whipp* (26 Ch. D. p. 494). To state them shortly, the legal mortgagee is not postponed on the ground of mere negligence in getting or keeping the deeds, but he is postponed (1) where he has connived at the fraud which has led to the creation of the subsequent equitable incumbrance without notice of his mortgage, of which connivance the omission to use ordinary care in obtaining or keeping the title-deeds may be evidence; and (2) where he has empowered the mortgagor to raise money and the mortgagor has exceeded his authority: *Perry Herrick* v. *Attwood* (6 W. R. 204, 2 De G. & J. 21). In the present case ROMER, J., considered that the debenture-holders had brought themselves under the second head; they had left the title-deeds in the possession of the company for the purpose of enabling it to deal with the property, and would have had to suffer for the unauthorized dealing by the company, even if they had been legal mortgagees. *A fortiori*, then, when they were only equitable incumbrancers. While, if this view was incorrect, ROMER, J., said they would at any rate have to suffer for negligently leaving the deeds in the possession of the company.

With great deference, we should have said that neither conclusion followed. The title-deeds were left with the company because the debentures made no provision for their custody by the debenture-holders, and there was certainly no specific intention, as in *Perry Herrick* v. *Attwood*, that the company should have the deeds for the purpose of raising money on them; and the negligence of the debenture-holders was not negligence amounting to fraud which alone would be effectual to postpone a legal mortgagee. It may be suggested, however, that it is unnecessary to base the reasoning on the case of a legal mortgagee, and then conclude *a fortiori* to the case of an equitable incumbrancer. The strength of the legal mortgagee is that he has the legal estate, and the problem is how to divest him of this advantage. But in the case of the equitable incumbrancer no such consideration arises. He has an equity which, apart from its priority in point of time, is exactly equal to that of the subsequent incumbrancer, and the question is not whether he has by negligence or otherwise forfeited a substantial advantage, such as the legal estate, but whether he has omitted a precaution against the creation of subsequent incumbrances which he ought to have taken. Viewed in this light the case is simply an application of the rule laid down in *Rice* v. *Rice* (*supra*). The debenture-holders, whether with or without negligence, failed to fortify themselves by possession of the title-deeds; the bank took this precaution. The bank therefore had the better equity, and the order of the incumbrances in point of time was immaterial. This seems to be a simpler way of treating the matter, but in either view the result is the same, and in the absence of a trust deed, debenture-holders cannot get a safe charge on the real property of the company unless the debentures provide for the title-deeds being placed in independent custody.

REVIEWS.

MAGISTRATES' PRACTICE.

THE MAGISTRATES' ANNUAL PRACTICE, 1898; BEING A COMPENDIUM OF THE LAW AND PRACTICE RELATING TO MATTERS OCCUPYING THE ATTENTION OF COURTS OF SUMMARY JURISDICTION, WITH AN APPENDIX OF STATUTES AND RULES, LIST OF PUNISHMENTS DIARY FOR MAGISTRATES, &C. By CHARLES MILNER ATKINSON, Stipendary Magistrate of Leeds. Stevens & Sons; Sweet & Maxwell.

This book is so well arranged and is so clearly written, that no one will be surprised that it has reached the third year of its existence. It seems now to have become firmly established as an authority on the subject with which it deals, and to have a successful career before it. We pointed out in a notice of a former issue of the book that, although the simplicity of its style enables the reader to readily grasp the law on any subject which it treats of, still, by aiming at such extreme simplicity the author occasionally misled his readers in some slight degree. This defect has been to a great extent remedied in the present volume, and although statute law is not always given in the precise words of the statute, the effect is given, as far as we have been able to test the book, with considerable accuracy. The book, in fact, is thoroughly good so far as it goes, but it does not go far enough or contain as much as it ought, and when used in practice must constantly be supplemented by reference to other works. To take an instance almost at random, "BEER, Adulteration of," is found in the index, with a reference to p. 163. On turning to that page, however, for information on the subject of this not uncommon offence, we merely find the words "as to adulteration of beer, see 48 & 49 Vict. c. 51." Some subjects, too, of great importance are entirely omitted. Thus, the Factory Acts are passed over in almost complete silence, except in so far as they touch the subject of education. In every populous place summonses for offences against these Acts are of frequent occurrence, and the utility of the book would certainly be largely increased by the addition of seven or eight pages dealing with this branch of the law. Acts of Parliament passed since the last edition was published, and recent decisions of the courts which touch the subject-matter of the book, are carefully and accurately dealt with, and this edition is brought well up to date. Amongst recent cases noticed at some length, may be mentioned *Powell* v. *Kempton Park Racecourse Co.* (46 W. R. 8), the famous betting case, in which the full Court of Appeal (Rigby, L.J., dissenting) differed from the decision of five judges of the Queen's Bench Division in *Hawke* v. *Dunn* (45 W. R. 559). There is a very complete and useful table, at the beginning of the book, of the various penalties which may be imposed for offences which can be dealt with summarily by magistrates. There is also a magistrates' calendar, which ought to be of service in reminding justices and justices' clerks of the matters which require particular attention in each month of the year.

STONE'S JUSTICES' MANUAL; BEING THE YEARLY JUSTICES' PRACTICE FOR 1898. A GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTIETH EDITION. Edited by GEORGE B. KENNETT, Esq., Town Clerk of Norwich. Shaw & Sons; Butterworth & Co.

This well-known book has now actually reached a thirtieth edition,

and considerably more than half a century has elapsed since the first edition was published. It is hardly necessary to say more in recommendation of any work concerning which such a statement can be made. Indeed there can scarcely be an active magistrate in the country, and there certainly cannot be a justice's clerk, to whom "Stone" is not almost indispensable. As we said when noticing the twenty-ninth edition, we think that the interest of London practitioners might be consulted, by dealing more fully with the law relating exclusively to the metropolis; but within its professed limits, which do not include this part of the law, this book attains a very high degree of excellence and is extremely accurate and trustworthy. The editor expresses a hope in the preface (which we think is likely to be fully realised) that the book will be found as useful and reliable now that it has become an "annual," as it has been for so long when it was merely a "manual." Certainly the present volume loses nothing when compared with its predecessors. The Acts of Parliament of 1897 which relate to the duties of justices are not very numerous, neither are there many of great importance. They are, however, all carefully dealt with in this edition. One short Act, the Volunteer Act, 1897, which was passed to remove the difficulty found in the case of *Reg.* v. *Lewis* (1896, 1 Q. B. 665), is correctly noted in the text but is omitted from the list of statutes. The editor calls special attention to the Infant Life Protection Act, 1897, which creates a number of new offences with the object of putting a stop to the cruelty to children which is so often brought to light in connection with "baby farms." This is certainly the most important of the new Acts noticed in this volume. The decisions of the courts, reported up to the end of last year, which touch on the subject-matter of the book, seem to be carefully noticed. Probably one of the most important of these is *Boulter* v. *The Justices of Kent* (46 W. R. 114; 1897, A. C. 556) in which the House of Lords decided that justices at a licensing meeting are not a court of summary jurisdiction, and that, consequently, appeals from the decisions of such justices are not regulated by the provisions of the Summary Jurisdiction Act, 1879.

RATING.

A Code of the Law of Rating and Procedure on Appeal, with an Appendix containing all the Statutes (including the Agricultural Rates Act, 1896), Fully Annotated, and Specimens of Valuations Made for the Purposes of Rating. By Sylvain Mayer, Barrister-at-Law. Waterlow & Sons (Limited).

In no branch of law is a code more needed or likely to prove more useful than in that devoted to the thorny and difficult subject of Rating. The very title, therefore, of this work constitutes, in itself, a recommendation to the reader, who, moreover, will find, on consulting its pages, that the favourable impression first produced is fully justified. The whole work is divided into two parts, of which the first is entitled a "Code of the Law of Rating," while the second consists of an appendix of statutes relating to rating. In this connection it should be stated that the table of contents makes no mention of Part II. in referring to the appendix, so that the reader, unless he has read the preface, does not really know of what Part II. consists, or whether there *is* more than one part, until he turns to p. 285, when he finds what is, in itself, somewhat unusual—namely, Part II. described as an appendix. This, however, is a very small blemish, and might, we think, with advantage, be obviated in a future edition by suppressing the word "appendix" altogether. As regards Part I. it comprises ten titles, each of which is subdivided into articles. Without setting out the names of the various titles, it may be mentioned that Title I. deals with rating generally (the principles therein laid down applying to every description of property, whatever may be the subject-matter thereof), Titles II.-IX. with particular kinds of rateable property, and Title X. with procedure on appeal against a rate, considered under two sections, the first of which relates to appeals *outside* the metropolis, and the second to appeals inside it. This last-named title ought to be much appreciated by the profession and public on account of its practical value. It indicates every step that should be taken by an appellant, from the notice of objection to the Assessment Committee until the appeal finally reaches the High Court.

So much for Part I. As regards Part II., it sets out all the statutes (some 27 in number) relating to rating, commencing with 43 Eliz. c. 2 (an Act for the relief of the poor) and ending with 59 & 60 Vict. c. 16 (Agricultural Rates Act, 1896), and refers, in the notes, to many more. Each section of every statute set out is carefully annotated with the cases that have arisen under it, while at the end of the appendix will be found some specimens of Valuations of Railway, Dock, Gas, Electric Light, and Water Companies, which, it is suggested, may with advantage be compared with the various articles of Part. I., so as to realize, at a glance, how the principles of rating, which have been laid down, work out in practice. The index, at the end of the volume, occupies nearly fifty pages, and seems sufficient for all practical purposes, though, like most indexes, capable of improvement. We would suggest, for instance, as the outcome of article 134 that the title "Surety" should be added to the index. A very large number of authorities are referred to in the Table of Cases, which gives a complete set of references to the various reports, though the date of each decision is neither mentioned there nor in the text, which is matter for regret. Owing, we suppose, to the date of the publication of the work, such cases as *St. Asaph* v. *Llanrhaiadr-yn-Mochnant, Overseers of* (1897, 1 Q. B. 511 C. A.), *Reg.* v. *London, Justices of* (45 W. R. 247; 1897, 1 Q. B. 433), and *Lambeth Overseers* v. *London County Council* (46 W. R. 79), are not amongst the cases cited, though we are glad to notice that reference is made to the very recent cases of *Middlesex County Council* v. *St. George's Union* (44 W. R. 666; 1897, 1 Q. B. 64), and *Lancaster Commissioners* v. *Barrow-in-Furness* (1897, 1 Q. B. 166). The text of the work is immediately preceded by a Table of Statutes set out in the appendix, and of those merely referred to.

The Rating of Mines and Quarries; being a Short Practical Treatise on the Law of Rating Generally, and in its Special Application to Mines, Iron Works, and Quarries. By Archibald Brown, M.A., B.C.L., Barrister-at-Law. Butterworth & Co.

The moderate dimensions of this work, which comprises less than fifty pages of text, obviously prevents its being a very comprehensive treatise on the subjects to which it is devoted. It is, however, a meritorious effort at condensation, which we hope will meet with the encouragement it deserves. The work is divided into two sections. Of these, the former is concerned with "The Poor Rate," while the latter comprises "Taxes; also Rates other than the Poor Rate." The principles of law applicable to the rating and taxation of mines, iron works, and quarries are accurately stated, together with rules for the assessment and valuation of rateable properties. Apt instances and illustrations of the propositions set forth in the text are given when necessary, and though these refer almost exclusively to special kinds of rateable property, it is believed that they will be found to be readily adaptable to all other rateable properties, including plant and machinery. In proof of the care displayed by the author, reference may be made to p. 30, *et seq.*, where the differences between a mine and a quarry are indicated. A table of cases, giving their dates and also references to all the reports, precedes the text, which is followed by an index of fifteen pages, containing a number of suggestive titles.

BOOKS RECEIVED.

Powell's Principles and Practice of the Law of Evidence. Seventh Edition. By John Cutler, B.A., Q.C., and Charles F. Cagney, B.A., Barrister-at-Law. Butterworth & Co.

A Manual of Common Law for Practitioners and Students, comprising the Fundamental Principles, with Useful Practical Rules and Decisions. By Josiah W. Smith, B.C.L., Q.C. Eleventh Edition. By Cuthbert Spurling, M.A., B.C.L. (Oxon), Barrister-at-Law. Stevens & Sons (Limited). Price 15s.

A Digest of the Law of Contract, containing the Outlines of the English Law on the Subject, the Outlines of the Roman Dutch Law, a Collection of Illustrative English and Ceylon Cases, a Summary of the Chief Ceylon Statutes relating to Contracts, Notes on some Maxims relating to Contracts, and Case Notes on the Labour Laws of Ceylon. By Isaac Tambyah. London: Stevens & Sons (Limited). Price 10s. net.

The Universal Tutorial Series; London LL.B. Examination Papers, 1886-1898. W. B. Clive. Price 3s. 6d.

Handbook on the Workmen's Compensation Act, 1897, with Approved Scheme of Compensation, Statutes referred to, &c. Fifth Edition, Revised and Enlarged. By M. Roberts-Jones, Esq., Barrister-at-Law. Cardiff: Western Mail (Limited). Price 2s. 6d.

"A Churchman," writing to us with regard to the Temple Church Lenten Services, says: "It is pleasing to know that after a long interval of about twenty years or more the benchers have been induced to allow a service every Friday at 5.30. The late Dean Vaughan, when Master of the Temple, used to give lectures in Lent to the general public at eight o'clock on Fridays, and which were largely attended. Why Canon Ainger has never had any service except on Sundays must be beyond the comprehension of many Churchmen in the legal profession. Before Dean Vaughan's time I recollect when morning prayer was said daily at 9.15, and I well recollect a solicitor in the Temple of large practice who travelled every morning from Weybridge, went to his office, opened all the letters, and then started for that service. It is quite true the same gentleman did not burn the candle at both ends, for he might be seen at 3.30 starting for Waterloo Station."

CASES OF THE WEEK.

Court of Appeal.

KAYE v. CROYDON TRAMWAYS CO. No. 2. 9th and 23rd Feb.

LIMITED COMPANY—SALE OF UNDERTAKING TO NEW COMPANY—BONUS TO DIRECTORS—ULTRA VIRES—NOTICE OF PURPOSE OF EXTRAORDINARY GENERAL MEETING—COMPANIES CLAUSES ACT, 1845 (8 VICT. c. 16), ss 71, 85, 86.

This was an appeal of the defendant company from a decision of Kekewich, J., and raised several questions of general importance in company law. The action was brought by the plaintiff, a shareholder of the defendant company, on behalf of himself and all other shareholders in the company, to restrain the directors from carrying out a provisional agreement for the sale of the company's undertaking and assets to the British Electric Traction Co. The agreement made between the two companies provided for the sale of the undertaking, and continued as follows: Clause 2. "In consideration of the said sale the Traction Co. shall, on the completion thereof, pay to the Tramways Co. the sum of £30,543. The Traction Co. shall also pay the sum of £500 to each of the present directors other than Mr. W. J. Carruthers Wain, to whom the sum of £1,250 shall be paid, and £500 to the secretary of the Tramways Co. as compensation for loss of office." Clause 6 provided as follows: "This agreement and all the provisions hereof are conditional upon the same being adopted by the shareholders of the Tramways Co., and in case of non-adoption it shall be lawful for the Traction Co., by notice in writing to the Tramways Co., to determine this agreement." On the 26th of November, 1897, the Tramways Co. gave notice of an extraordinary general meeting of the shareholders to be held on the 14th of December, at twelve noon, "for the purpose of considering, and, if thought advisable, of approving the terms of an agreement to be made between the Croydon Tramways Co. of the one part, and the British Electric Traction Co. (Limited) of the other part, being an agreement for sale of the undertaking and assets of the Croydon Tramways Co. to the British Electric Traction Co. (Limited)." On the 1st of December, a circular was issued to the shareholders, stating that the sale to the Traction Co. would be at a price sufficient to pay off the preference capital at par and return 60 per cent. to the holders of the ordinary stock. The circular also stated: "The Traction Co., in addition, assume the responsibility for the debentures and other liabilities of the company, and as they are desirous of having the management in their own hands the directors and secretary have agreed to retire on being paid a lump sum as compensation for their loss of office." A form of proxy was also enclosed in the circular. At the extraordinary general meeting the plaintiff opposed the confirmation of the provisional agreement; nevertheless it was confirmed by a very large majority. The plaintiff thereupon commenced his action, alleging that the provision to pay a lump sum to the officers of the company was *ultra vires*, and that the meeting was not duly summoned, on the ground that the notice of the meeting and the circular did not sufficiently disclose the real terms of the agreement which were to be considered. This latter question depended upon the construction of section 71 of the Companies Clauses Act, 1845, which Act was incorporated in the Tramways Companies Act. Section 71 is as follows: "Fourteen days' public notice at the least of all meetings, whether ordinary or extraordinary, shall be given by advertisement, which shall specify the place, the day, and the hour of meeting; and every notice of an extraordinary meeting, or of an ordinary meeting, if any other business than the business hereby, or by the special Act appointed for ordinary meetings is to be done thereat, shall specify the purpose for which the meeting is called." On motion for an injunction to restrain the directors from carrying out the terms of the provisional agreement, Kekewich, J., granted the injunction, being of opinion that the notice of the meeting was insufficient to satisfy the statute, and that a majority of the meeting could not, as against a dissentient shareholder, bind him to an agreement by which a large sum of money would pass into the hands of the officers of the company and confer no benefit on the shareholders of the company. The Tramways Co. appealed, and after the appeal had been argued the court expressed an opinion that they could not do justice to the plaintiff in the absence of the purchasing company. The case stood over, therefore, for the writ to be amended by adding the Traction Co. as defendants, and for them to be served with notice of motion before the Court of Appeal.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—This is an extremely important case, and one or two questions of general importance are raised. Kekewich, J., has restrained the carrying out of the agreement until the judgment in the action on the ground that the agreement is *ultra vires*—that is, that one shareholder can restrain the sale. The subordinate question is, Has Kekewich, J., gone too far in this? It is not yet a confirmed agreement, and the question turns ultimately on the sufficiency of the statutory notice. It is quite obvious that the clause providing for remuneration to be paid to the directors is, to say the least of it, a very unusual clause. It is to be paid to them as compensation for loss of office. One would not think it was that merely from reading it. It is said to be an illegal agreement and such a one that no company can enter into even if the shareholders wish it. I am not prepared to go that length, and there is no proposition of law to that effect. I am not prepared to say that the shareholders cannot do it. *Southall* v. *British Mutual Life Assurance Society* (19 W. R. 236, L. R. 11 Eq. 65, and on appeal 19 W. R. 865, L. R. 6 Ch. App. 614) is the nearest case to this. Mr. Bramwell Davis based his argument on sections 85 and 86 of the Companies Clauses Act, 1845, to shew that it must be invalid. That would be putting upon section 85 a construction which has never been put upon it during the last fifty years. To say that a contract between two companies is invalid because the directors of one of them are interested in it is not true. In this I differ from Kekewich, J. The next point is, that there was no contract at all. The difficult question is, Does this notice (which his lordship read) specify the purposes for which the meeting was convened? To my mind this notice was most artfully and carefully prepared. It was a tricky notice; the intention was to conceal from the shareholders the fact that a large portion of the purchase-money was going into the pockets of the directors. All that the Act of Parliament requires must be done, but it must be done fairly. It follows that although the contract is one which the company can lawfully adopt it is not one which is binding on absent shareholders. The order will be: Discharge the order of Kekewich, J., and restrain the company from carrying the agreement into effect until sanctioned by the shareholders of the Tramways Co. at a meeting duly convened for that purpose. The costs of the original plaintiff and defendants to be costs in the action, and the Traction Co., added as defendants, to have their costs.

RIGBY, L.J.—I am of the same opinion. First of all this contract is not *ultra vires*—that is, it is not a contract which the company has no power to carry into effect. It would be monstrous to hold that a condition of this sort would make a contract *ultra vires*. I will say nothing about *Southall* v. *British Mutual Assurance Society* (*ubi supra*) except that that question was clearly raised before the Master of the Rolls and the Court of Appeal; and remembering that *ultra vires* is not a question of comparison, but a question of legality or otherwise, we find the question here is whether the company has a legal capacity to enter into the contract. It seems to me that this is an agreement of which, if upon proper notice to the shareholders the company in general meeting approves, may be a very proper agreement; but on the question whether there has been sufficient notice to the shareholders and sufficient approval at a general meeting, we must remember that there was no contract at any time and is not now any contract in which any director has any interest at all. As to the question of notice; if it can be said that the purpose of the meeting is shewn in the advertisement we have no right to require anything more; but the question arises, Was the purpose of this meeting disclosed? If there were several purposes then the notice is not sufficient; if there was one purpose it was not indicated. I cannot think that the notice actually given was either literally or in spirit within the meaning of section 71. It must give at any rate a fair and candid and reasonable explanation of the purpose or purposes for which the meeting is to be held. This was far from being a candid circular.

VAUGHAN WILLIAMS, L.J., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Cripps*, Q.C., *Warrington*, Q.C., and *Rowden*; *Bramwell Davis*, Q.C., and *J. Bradford*; *Buckley*, Q.C., and *Stewart Smith*. SOLICITORS, *Hugh C. Godfrey*; *Walter Webb & Co*; *Sydney Morse*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

***Re* RIDLEY, RIDLEY *v.* VAUGHAN.** No. 2. 5th and 17th Feb.

WILL—CONSTRUCTION—ADDITIONAL OR SUBSTITUTIONAL GIFT—CHILDREN OF CHILD WHO "SHALL DIE" IN LIFETIME OF TESTATRIX.

Appeal from a decision of North, J. By her will, dated the 22nd of September, 1893, Jane Ridley appointed her sons, James Cartmell Ridley and Samuel John Ridley, executors and trustees thereof, and after a pecuniary legacy to each of them as executor, and specific bequests to them and each of her other children then living and to her granddaughter Phœbe Frances Stoney, and certain pecuniary bequests, including a bequest of £500 to the trustees upon trusts in favour of Phœbe Frances Stoney, she devised and bequeathed all the residue of her estate real and personal unto her executors "upon trust to divide the same among all my children in equal shares absolutely; provided always that if any child of mine shall die in my lifetime leaving a child or children who shall survive me, and, being a son or sons, shall attain the age of twenty-one years, or, being a daughter or daughters, shall attain that age or marry under that age, then, and in every such case, the last-mentioned child or children shall take (and if more than one equally between them) the share which his, her, or their parent would have taken of and in the residuary trust funds if such parent had survived me." The testatrix died on the 15th of March, 1894, and her will was proved by the executors on the 7th of June, 1894. At the date of her will and at the time of her death the testatrix had six children living; she had had two other children, both of whom were dead at the date of her will—namely, Charles Joseph Ridley, who had died a bachelor, and Sarah Agnes Stoney, the mother of the above-named Phœbe Frances Stoney, who was born in 1886. On the division of the estate the question arose whether Phœbe Frances Stoney, if she lived to attain the age of twenty-one years or married, would be entitled to share in the residuary real and personal estate of the testatrix. North, J., in chambers, held that the grandchild was entitled to share in the residue. The defendants, the beneficiaries other than Phœbe Frances Stoney, appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—The case has been extremely ingeniously argued by Mr. Younger. After all, this is an attempt to force us by authority to defeat the obvious intention of the testatrix. [His lordship stated the terms of the will, and continued:] She has provided for her only orphan grandchild. She provides for her children in clause 5 of her will, and not for children who are dead. She meant children then living, and that is the line which separates this case from *Loring* v. *Thomas* (9 W. R. 919, 1 Drew. & Sm. 497). The appeal must be allowed.

RIGBY, L.J.—I am of the same opinion. I have not a word to say

against the decision in *Loring* v. *Thomas* (*ubi supra*), but in recent times judges have set their faces against canons of construction which make rules applicable to words used with one set of facts applicable also to the same words used with a different set of facts. The Vice-Chancellor, in *Loring* v. *Thomas* (*ubi supra*), said, though the meaning of the words "shall die" was undoubted, yet it was flexible. Here the testatrix was dealing with the immediate members of her family, only those of her children who were still living.

VAUGHAN WILLIAMS, L.J.—I concur in this decision with considerable satisfaction, because Mr. Younger has argued that, having regard to *Loring* v. *Thomas* (*ubi supra*) and other cases, the court has no choice but to put the construction on these words which he was arguing—that is, he put it to us that the case referred to laid down a canon of construction of these words of universal application wherever these words occurred. The tendency of modern decision has always been to refuse to lay down any general rule. On this particular will I have arrived at the same conclusion as the other members of the court. Appeal allowed.—COUNSEL, *R. H. Forster; Younger.* SOLICITORS, *Crossman, Prichard, & Co.*, for *Dees & Thompson*, Newcastle-on-Tyne.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **VERNEY'S SETTLED ESTATES.** Kekewich, J. 18th Feb.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—IMPROVEMENT RENT-CHARGES—REDUCTION OF INTEREST—REDEMPTION OF CHARGES—REPAYMENT TO TENANT FOR LIFE—SETTLED LAND ACT, 1887, s. 1

Money for the improvement of certain settled estates in Buckinghamshire was raised by loan from a land improvement company and charged upon the land by the Inclosure Commissioners in the form of terminable annuities under the Improvement of Land Act, 1864. In 1896 Sir Edmund Hope Verney, the tenant for life in possession, in order to obtain a reduction of interest on the charges from 4½ to 3½ per cent., obtained a transfer of the charges to the Clerical, Medical, and General Insurance Co. For this he paid to the original holders the sum of £915 out of his own moneys. On the 20th of December, 1897, Sir Edmund gave notice to the trustees of the settlement requiring them to repay him the sum of £915 out of capital moneys belonging to the settlement which had now come into the hands of the trustees. This was a summons taken out by Sir Edmund, which raised the question (*inter alia*) whether the trustees would be justified in recouping him the £915 under the provisions of the Settled Land Act, 1887, s. 1, which provides that "Where any improvement of a kind authorized by the Act of 1882 has been made . . . and a rent-charge . . . has been created in pursuance of any Act of Parliament with the object of paying off any moneys advanced for the purpose of defraying the expenses of such improvement, any capital money expended in redeeming such rent-charge or otherwise providing for the payment thereof, shall be deemed to be applied in payment for an improvement authorized by the Act of 1882."

KEKEWICH, J.—This reduction of interest was no doubt a great advantage to the tenant for life and also to his successors if they succeed him while these rent-charges still remain. In order to get it he has had to pay £915 out of his own moneys, and he wants it repaid to him out of capital money in the hands of the trustees. The question is, What is he entitled to under the Settled Land Act, 1887, s. 1? Under that section he is entitled to have the capital money "expended in redeeming" these rent-charges. Well, this is not a case of actually redeeming them. Redemption is the paying off of principal, interest, and costs. Is it, then, capital money expended "in otherwise providing for the payment thereof." I do not think that points towards recouping a tenant for life payments which he has made out of his own moneys. This is a voluntary payment for reduction of interest made by the tenant for life partly for his own benefit. I think, therefore, it would be wrong to allow the trustees to recoup the tenant for life this payment out of the capital money in their hands.—COUNSEL, *Warrington*, Q.C., and *W. C. Bruce*; *W. H. Coltman.* SOLICITORS, *Twisden & Co.*, for *Hearn & Hearn*, Buckingham; *Western & Sons.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Re **MAYNARD'S (LIM.)** Kekewich, J. 25th Feb.

COMPANY—SHARES ISSUED AS FULLY PAID—SUPPLEMENTAL CONTRACT—STATEMENT OF CONSIDERATION—PARTICULARITY—SUFFICIENCY—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was a motion by Mr. Charles Riley Maynard for the rectification of the register of Maynard's (Limited), in respect of certain shares which had been allotted to him as fully paid up in pursuance of a contract filed under section 25 of the Companies Act, 1867. In consequence of the recent decision of the Court of Appeal in *Re Kharaskhoma Exploring and Prospecting Syndicate* (46 W. R. 37; 1897, 2 Ch. 451) doubts had arisen concerning the sufficiency of the contract which had been filed, and the applicant had taken the present proceedings in order to obtain the opinion of the court. The facts were as follows: By an agreement dated the 14th of March, 1896, the applicant had agreed to sell, and the company had agreed to purchase, at the price of £40,000, the businesses and property specified in the first part of the schedule thereto and the leasehold premises specified in the second part of the said schedule. The £40,000 was to be paid and satisfied partly in cash, partly in fully-paid shares. On the 13th of March, 1896, that contract was adopted by the company, and a supplemental agreement for the issue of the fully-paid shares was filed under section 25 of the Companies Act, 1867. This agreement contained a recital of the principal agreement, setting forth the parties to it and the nature and extent of the consideration to be paid in cash and fully-paid shares, but only referring to the subject-matter of the sale as "the businesses and property mentioned in the first part of the schedule" to the principal agreement, and "the leasehold hereditaments, short particulars of which are set out in the second part" of the said schedule. No further description of the property or premises was given. The question which the court had to determine was whether or not the filed agreement contained a sufficient statement of the consideration for which the fully-paid shares were to be issued. Counsel for the company did not argue the point, but stated that the company was willing to submit to such order as his lordship should deem proper.

KEKEWICH, J., after stating that, although the absence of any argument on the part of the company placed him at a serious disadvantage, yet he preferred to decide the question of sufficiency rather than content himself with making an order rectifying the register on the grounds that a reasonable doubt existed, continued as follows: The question is, Is this a sufficient contract within section 25 of the Companies Act, 1867? the objection being that the consideration for the issue of these fully-paid shares is not sufficiently stated. Now, it may be said that this is not a contract at all, and in one sense it is not, for it is not an original but only a confirmatory contract. There is, however, no doubt that a short confirmatory contract is sufficient for the purposes of the Act, and it is convenient and advantageous that it should be so. Whether you call it a confirmatory contract, or whatever you call it, it must have all the elements of a contract; that is how I understand the decision in the *Kharaskhoma case.* For the present purpose Chitty, L.J., puts the matter more plainly than the other lords justices, he says: "Now, what is the object of the section? Publicity; to give information by registering the contract to any person who proposes to deal with the company either by way of becoming a shareholder, or lending money or the like. He is to go to the register to find—what? To find the contract. He goes to the register in this case, but he does not find the contract; he finds part—half as it were—of the contract. He has no right to see the unregistered part—that is, the document of the 17th of August, and he would be at the mercy of the company whether they shewed it or not." You must, therefore, shew the essentials of a contract; you have not got a contract if you omit the name of the vendor, or the name of the purchaser, or a description of the thing to be purchased, or the price to be paid for it. You must have all these four essentials—the vendor, the purchaser, the price, and the thing for which the price is given, or else you have not got a contract. Now, in the present case you have got the first three, but have you got the property for which these shares are to be allotted? Before deciding that question I shall refer to what Chitty, L.J., says about the particularity with which the consideration must be stated; he says: "This judgment of ours will not in any way affect the question with what degree of particularity the consideration must be stated in the contract. If the consideration is, for instance, a concession in South Africa, the person who reads the registered document will see that it is a concession in South Africa and will form his own opinion about it. So if it is furniture supplied to an hotel company, he may be able to go at once and see what that furniture is, or he may not, because after a lapse of time the furniture may be worn out. Again, if it is the sale of a goodwill and stock-in-trade, the consideration stated being the goodwill and the stock-in-trade, he sees the nature of the consideration and he sees it stated." I do not take it that the lord justice meant to say that a reference to a concession in South Africa without more would be sufficient, and in his subsequent examples I take it that the lord justice is speaking of the furniture in a particular hotel, or the goodwill of a particular business referred to in the contract. Now turn to the recitals in the supplemental contract in the present case, What have you? There is a recital that the vendor has agreed to sell, and the company to purchase, the businesses and property mentioned in the schedule to the principal contract. There is no mention even of the situation of the property. Then again, the leaseholds are only referred to in the recital as being the leaseholds specified in the schedule to the principal contract. Any person who read this supplemental contract would not know whether there was one leasehold house or fifty houses, or whether there was ground-rent or rack-rent payable in respect of them, or in fact anything at all about them. It seems to me idle to say that the property is properly described by reference to the contents of a schedule which is not part of the document itself and which you cannot find out. Chitty, L.J., said in his judgment that there must be some particularity of description, but he did not say what degree of particularity was necessary; but here there is no particularity whatever, and I therefore do not think this is a good contract within the section of the Act. Now, that being so, the register must be rectified, and on this point there is in Mr. Chadwyck Healey's book a reference to a case which I have followed for years. In a case like the present it seems to me that the court must only rectify the register by striking off the applicant's name, for he has been put on the register for so many shares not fully paid up, which, of course, was not the contract. It has been suggested that the order should direct that after the applicant's name has been cancelled a new and sufficient agreement should be executed and filed and new shares issued and delivered to the applicant. It does not seem to me to be a proper form of order to direct that on something being done which has not yet been done the register should be rectified. I think that what Mr. Chadwyck Healey says in reference to the course adopted in the Court of Appeal in the case of *Re The New Eberhardt Co.* (38 W. R. 97, 43 Ch. D. 118), which is unreported on this point, is right, and that the only order which the court should make is an order directing the applicant's name to be struck off the register.—COUNSEL, *Warrington*, Q.C., and *Whinney*; *W.*

E. Vernon; A. R. Kirby. Solicitors, *Rawlings & Butt; Vernon, Son, & Stephens; Harris, Wilkinson, & Raikes.*

[Reported by R. J. A. Morrison, Barrister-at-Law.]

High Court—Queen's Bench Division.

KNIGHT (Appellant) *v.* THE LANGPORT DISTRICT DRAINAGE BOARD (Respondents). Div. Court. 25th Feb.

Drainage—Rates—General and Special Rates—Drainage Board—Power to Levy Proportionate or Differential Rates—Somersets hire Drainage Act,' 1877 (40 & 41 Vict. c. xxxvi.).

Case stated by the court of quarter sessions for the county of Somerset in the matter of an appeal against a special rate and of an appeal against a general rate made by the Langport District Drainage Board on the 10th of March, 1896. The rates were required for the purposes of and pursuant to the Somersetshire Drainage Act, 1877 (40 & 41 Vict. c. xxxvi.). It was arranged that the two appeals should be heard together, as the facts and principle involved were, so far as is material, identical. The quarter sessions quashed the rates. The appellant Knight is the owner and occupier of a certain house and shop in the town and parish of Langport, within the jurisdiction of the Langport Drainage Board and of the Somersetshire Drainage Commissioners; and it is in respect of such property that the rates appealed against were imposed. The respondents are a district drainage board constituted for the Langport district, and this district with certain other districts include and comprise the whole of the lands within the jurisdiction of the Somersetshire Drainage Commissioners, who, together with the boards of the districts, constitute the drainage authority under the Act. In addition to the powers vested in the commissioners and district boards under the Act, and except as expressly varied thereby, there are—by section 140 of the Act—vested in such commissioners and district boards all powers conferred on commissioners of sewers by Act of Parliament, law, or custom. The rates were expressed to be made under the provisions of the Act, and were duly confirmed. One of such rates consists of a special rate, and the other of a general rate. The special rates are leviable by the commissioners and district boards for the purpose of defraying the expenses of any improvements in existing work or the construction of new works, and form a tax upon owners. All the other rates leviable are general rates and form a tax upon occupiers. The expenses in which the two rates were made were lawfully incurred by the commissioners and the Langport district board in respect of the drainage of the Langport district, and the aforesaid property of the appellant comes within the area deriving benefit, and is, therefore, lawfully rateable. The appellant objected to the rates on the ground that instead of his property being rated equally with all other rateable property within the district the respondents had levied a differential rate and had rated the appellant at a higher rate in proportion to the greater benefit received by such property. The principle adopted by the Langport District Board in the mode of levying their special and general rates made in pursuance of the Act, was as follows: The net annual value of the property as assessed to the poor rate was taken as the basis of the value of the various properties for the purpose of apportioning the drainage rates. The board divided the different rateable properties into three classes, which were relatively formed and arranged upon the principle of proportionate benefit received and danger avoided by the properties contained in each class by virtue of the Act, and a proportionate or differential rate is levied in each of such three classes; and the ratepayers are distributed into these three classes according to the *quantum* of supposed benefit received and danger avoided by each ratepayer. For the special rate the three classes pay respectively 2s., 1s. 4d., and 8d. in the pound, and for the general rate, 1s., 8d., and 4d. The appellant's property was placed in class 1 as to both rates, and rated at the highest rate. The appellant contended that the respondents had acted contrary to law in adopting the above system of classification and differential rating, and alleged that the respondents had no power to levy any rate other than an equal rate upon all the property benefited by the Act, and that if the district were divided individual ratepayers in the same area could not be placed in the different classes because of the supposed different *quantum* of benefit received. The respondents contended that the principle of classification and proportionate or differential rating was lawful and in accordance with their powers. The court of quarter sessions being of opinion that in thus classifying the different properties within their district and levying a proportionate rate the respondents had acted contrary to law, quashed the two rates, subject to a case for the opinion of the court. The question now was whether the principle of proportionate or differential rating, according to the supposed benefit received or danger avoided, was lawful and in accordance with the powers of the board. The following cases, amongst others, were referred to: *Bow* v. *Smith* (9 Mod. 94), *Rex* v. *Commissioners of Sewers for the Tower Hamlets* (9 B. & C. 517) *Soady* v. *Wilson* (3 A. & E. 248), *Metropolitan Board of Works* v. *The Vauxhall Bridge Co.* (5 W. R. 711, 7 E. & B. 964), *Reg.* v. *Head and the Metropolitan Board of Works* (11 W. R. 339, 3 B. & S. 419), *Pew* v. *Metropolitan Board of Works* (13 W. R. 580, 34 L. J. M. C. 97), *Griffiths* v. *Longdon and Elderesfield Drainage Board* (19 W. R. 1162, L. R. 6 Q. B. 738.

The Court (Wright and Darling, JJ.) dismissed the appeal of the drainage board.

Wright, J.—It seems to me that the proposition for which Mr. Foote, on behalf of the drainage board, contended, would, if well founded in law, have been found in authorities decided a long time ago; but there are no such authorities. If such a contention were to prevail the difficulty of working out appeals against such rates would be almost insuperable, and I can hardly think that any such principle has been laid down. I can see no clear or satisfactory authority in favour of Mr. Foote's proposition; the only authority which seems to be at all in favour of it is the case of the *Metropolitan Board of Works* v. *The Vauxhall Bridge Co.*, and there the opinion expressed in favour of it is an extra-judicial opinion, certainly by judges of authority. But I doubt if that case meant more than that, according to law, lands could only be rated according to their value. That was not an opinion which carries the contention of the respondents as far as they want it to go. Further, whatever was said in that case in reference to the matter was an extra-judicial opinion, and, in addition to being ambiguous, was said in reference to a special Act. In the case of *Pew* v. *Metropolitan Board of Works*, the court expressed, or certainly implied, the view that the extra-judicial opinion given by the court in the *Vauxhall Bridge case* was not in accordance with what the judges in *Pew's case* thought was the law on the subject, but in deference to the court which decided the *Vauxhall Bridge case*, they did not overrule it. So Blackburn, J., in the case of *Griffiths* v. *Longdon Drainage Board*, laid down the law—*obiter*, it is true—in opposition to the respondents' contention—namely, that only those who derived a benefit from the works can be rated. That is very different from the contention for the respondents. Again, in *Reg.* v. *Head*, Crompton, J., goes out of his way to say that he was not a party to the extra-judicial opinion expressed in the *Vauxhall Bridge case*. There is one other matter I refer to—namely, the Act 3 & 4 Will. 4, c. 22, s. 14, which does not give us much help in deciding this case. I very much doubt whether it is competent for the commissioners, under section 14 of that Act, to constitute special districts by taking out particular properties according to levels, because, if we look at section 14, it relates to the constitution of what are called special drainage districts, and I do not see how it would be possible to apply this to isolated properties. All that can be done is to constitute districts as distinguished from individual cases. I think, therefore, the justices in quarter sessions were right in their decision.

Darling, J., concurred.—Counsel, *Foote*, Q.C., and *Garland; R. Wallace*, Q.C., *Howland Roberts*, and *Weatherley*. Solicitors, *Louch*, for *Louch & Poole; Gearse, Son, & Pease*, for *Hill & Son*, Langport.

[Reported by Sir Sherston Baker, Bart., Barrister-at-Law.]

FARLEY (Appellant) *v.* HIGGINBOTHAM (Respondent). Div. Court. 25th Feb.

Food and Drugs—Adulteration—Refusal to Supply Article for Analysis—Authority of Constable—Liability of Shopkeeper for Refusal by Manager—Sale of Food and Drugs Act, 1875 (38 & 39 Vict. c. 63), ss. 13 and 17.

Case stated by justices of the peace. At a petty sessions holden on the 30th day of October, 1897, at Newton le Willows, in the county of Lancaster, an information was preferred by John Higginbotham (the respondent) against the appellant, under section 17 of the 38 & 39 Vict. c. 63 (the Sale of Food and Drugs Act, 1875), charging the appellant with having had, on the 13th of October, 1897, on sale by retail in his shop at Newton le Willows, a certain article of food—to wit, coffee; and that one James Duncan, a constable in that behalf duly authorized and appointed, applied to the appellant to purchase from him the said article of food and tendered to him the price for one half-pound of coffee, which Duncan required for analysis, and that the appellant unlawfully refused to sell the same to the constable. The justices heard and determined this information and convicted the appellant, imposing a fine of £3 and costs. The facts were these: On the 13th of October, 1897, Police-constable Duncan, then not an officer duly appointed under the Sale of Food and Drugs Act, in obedience to verbal instructions from the respondent, who is an officer duly appointed under the Food and Drugs Act, visited the provision shop, the proprietor of which was and still is the appellant. He demanded from one of the assistants half-a-pound of coffee, and after some conversation as to the price he eventually purchased, in the presence of another assistant, half-a-pound of coffee at 1s. 6d., for which he tendered in payment 2s., and received in return 1s. 3d. change. At this time another police-constable, who was not an officer appointed under the Act, entered the shop and Duncan informed him of the purchase he had made. This constable then read over the usual caution in the presence of the two assistants and of the manager, who had come in at this time, and he stated that the coffee had been purchased for analysis. The coffee was then divided into three parts, and as the constable was writing out the labels the manager suddenly got hold of the pots containing the coffee and threw the contents over the floor. Duncan informed the manager that the coffee had been bought and paid for by him and was therefore his property, and demanded one half-pound of the same sort to replace it (at the time pointing to a tin where the first half-pound had come from). The manager refused to supply the same, or to let either of the assistants do so. The manager offered to return the money Duncan had paid, but Duncan refused to take it. No second tender of money was made by Duncan. It was admitted that neither the appellant nor the respondent was present in the shop at the time the purchase was made by Duncan, or subsequently when the manager refused to supply a similar quantity on demand by Duncan. The appellant had given express instructions in writing to the manager that all coffee must be sold as coffee and chicory except in the case of pure coffee at 1s. 8d. per lb., and that whenever a customer asked for coffee the manager should tell him it was coffee and chicory, except in the case of pure coffee at 1s. 8d. per lb. The questions for the opinion of the court were: (1) Whether the respondent could authorize the constable to act in his absence in accordance with section 13

of the Act, and if not, was there any refusal to sell under the statute; (2) whether, no second tender having been made by the constable Duncan for the half-pound of coffee in accordance with section 17, there was any refusal to sell under the statute; (3) whether, in the absence and ignorance of the appellant, there was any refusal to sell on his part; and (4) whether the manager, having acted without authority and expressly disobeyed the orders of the appellant, there was a refusal to sell on behalf of the appellant? The Sale of Food and Drugs Act, 1875, provides—section 13: "Any medical officer of health, inspector of nuisances, or inspector of weights and measures, . . . or any police constable under the direction and at the cost of the local authority appointing such officer, inspector, or constable, or charged with the execution of this Act, may purchase any sample of food or drugs" for the purpose of analysis, and section 17: "If any such officer, inspector, or constable as above described shall apply to purchase any article of food or any drug exposed to sale . . . in any shop or stores, and shall tender the price for the quantity which he shall require for the purpose of analysis . . . and the person exposing the same for sale shall refuse to sell the same to such officer, inspector, or constable, such person shall be liable to a penalty not exceeding ten pounds."

THE COURT (WRIGHT and DARLING, JJ.), dismissed the appeal without calling on counsel for the respondent.

WRIGHT, J.—With regard to the first question, we must take it that the police-constable was acting under the general authority of the respondent, and, if so, the case comes within section 13. Although he was not himself an authorized official he was acting under the authority of one who was. As to the second question, there was clearly a refusal to sell, and the fact of no second tender having been made is immaterial. With regard to the other questions a more serious question is raised, How far the owner of a shop is liable for the act of his manager? An employer is liable for the act of his servant in such a case as this, upon the well-known principle that where the gist of the offence is not in reality criminal then the master may be held liable. It seems to me that these Food Adulteration Acts could not be worked if persons who keep shops were not to be held liable for acts done by their servants in carrying on the ordinary course of the business. I think, therefore, this appeal ought to be dismissed.

DARLING, J., concurred.—COUNSEL, *Jordan; Clay.* SOLICITORS, *T. S. Sproston*, Newcastle-under-Lyme; *Ridsdale & Son*, for *F. C. Hulton*, Preston.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

WATKINS v. LINDSAY. Wright, J. 24th Feb.

BANKRUPTCY—MUTUAL CREDIT AND SET OFF—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 38.

This was an action brought by the plaintiff as trustee in the administration of the estate of A. A. H. Cronmire, deceased, to recover the amount of a cheque drawn by the defendant in favour of Cronmire and stopped by him after Cronmire's death, and after the order for the administration of his estate in bankruptcy. The defendant contended that he had a claim against Cronmire which arose after the latter's death, and that he was entitled to set off this claim against the amount claimed by the plaintiff. The facts and arguments are set forth in the judgment.

WRIGHT, J.—Cronmire on the 14th of April, 1897, had a speculative account open with his stockbroker which might result, on the next account day, in a profit or a loss. It has not been argued that it was a gaming account, and I must allow it to have been genuine. Wanting money upon the 14th of April, he gave orders to his stockbroker to sell some securities for cash, and upon the 15th of April he received the proceeds in the form of a cheque for the amount produced by the sale, less the amount of the balance due from him on the last account. This cheque he put into his safe meaning to cash it upon the next day, but upon the next day he died. Upon the 24th of April an order under section 125 of the Bankruptcy Act, 1883, was made for the administration of his estate in bankruptcy, and the trustee appointed under that order immediately presented the cheque, but payment thereof was refused by the stockbroker's bankers by the direction of their customer. Upon the 28th of April a further balance became due from Cronmire to his stockbroker in respect of the speculative account mentioned above; and the question which I now have to decide is whether the stockbroker is entitled to set off that balance against the debt in respect of which the cheque was given. The stockbroker contended that he was entitled to set off his claim under section 38 of the Bankruptcy Act, 1883. The trustee, on the other hand, raised two contentions—firstly, that according to the doctrine of administration (*Rees* v. *Watts*, 11 Exch. 410; *Newell* v. *The National Provincial Bank*, 24 W. R. 458, 1 C. P. D. 496; *Re Gregson*, 36 Ch. D. 223), a debt not payable by the deceased in his lifetime cannot be set off against a debt which did become payable to him in his lifetime; secondly, it was contended that the events of the 14th of April put an end to any mutuality as between matters before and matters after that date, and amounted to a settlement on the 14th of April upon the terms that the cheque and the money represented thereby belonged thenceforth to Cronmire, and, therefore, now belong to his administrator, discharged from any set off for future liabilities. As to the first contention, I cannot find the doctrine in the authorities cited recognized in, or applicable to, bankruptcy in cases where, as here, the claims on either side result from contractual dealings between debtor and creditor. It seems to me that the position is just the same as if Cronmire had not died at all, but had merely become bankrupt upon the 24th of April. As to the second point, I say that, in order to prevent set-off, there must be a binding agreement between the parties that there shall be no set-off. If Cronmire had lived and the broker had proved in his bankruptcy for his claim the trustee could have set off the dishonoured cheque, and that seems to involve the conclusion that the set-off is operative in favour of either party. Judgment for defendant.—COUNSEL, *Robson*, Q.C., and *R. J. Willis*; *H. Reed*, Q.C., and *Edward Clayton*. SOLICITORS, *H. H. Boorne*; *Ward, Perks, & McKay*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The seventeenth annual meeting of this society was held at the Town Hall, Chester, on Friday, the 18th of February, 1898. Mr. H. J. Birch, president, in the chair.

The prize for articled clerks, founded by Mr. John Allington Hughes, when president of the society in 1891-2, was presented by the president to Mr. Thomas John Davies, of Pwllheli, North Wales, who served his articles with Mr. Richard Roberts, of Pwllheli, and who was placed in the second class at the Honours Examination held in June, 1897.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year: Mr. R. S. Chamberlain, of Llandudno, elected president; Mr. F. E. Roberts, of Chester, elected vice-president; Mr. F. D. Mason, of Chester, elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary.

The following gentlemen are the committee for the year: Messrs. W. D. Jolliffe, E. S. Giles, D. Dobie, and H. J. Birch, all of Chester; F. Cooke, of Crewe; Jas. Porter, of Conway; T. Bury, of Wrexham; Guy Francis, of Denbigh; and F. J. Gamlin, of Rhyl.

Messrs. F. W. Sharpe and C. P. Douglas, both of Chester, were re-elected auditors.

The annual dinner was held at the Queen Hotel, Chester, after which Mr. BIRCH said, on behalf of the members of the society, that all had felt for a long time that they were so greatly indebted to Mr. Farmer, who had been their hon. secretary for eleven years, that they would like to testify their great appreciation of his valuable services. The proposal to make a presentation had been most heartily responded to by seventy-five members of the society, and he now asked Mr. Farmer to accept the accompanying present as a mark of their sincere regard, with his and the society's best wishes for a long and happy life.

Mr. FARMER, in reply, said he felt very much the kind remarks of Mr. Birch which had been re-echoed by all present. He thanked them for the valuable present and assured all that he should always prize it most highly.

The presentation consisted of a gun specially made to order and a handsome silver bowl upon which was the following inscription: "Presented (with a gun) by seventy-five members of the Chester and North Wales Incorporated Law Society to Richard Farmer, Esq., in recognition of his long and able services as secretary to the society."

The following are extracts from the report of the committee:—

Members.—The society now numbers 144 members. For the first time for many years past there has been a decrease in the number of members. It is thought that there are still a good many solicitors in the district who ought to join the society, and the committee invite the attention of members to the subject.

County Court Rules (March), 1897.—Strong protests against certain of these rules were made by the Incorporated Law Society (U.K.) and the Associated Provincial Law Societies. The rules were withdrawn, and draft substituted rules were issued in May last. In November last your committee, at the invitation of the Incorporated Law Society (U.K.), formulated detailed objections to the draft rules, to be laid before the County Court Committtee of that society. The thanks of the committee are due to Mr. F. B. Mason for his assistance on this subject.

House Agents.—The committee call attention to the statement in the last annual report of the Incorporated Law Society (U.K.), that communications have passed between the council of that society and the Commissioners of Inland Revenue upon the subject of a firm of house agents filling up a printed form of an agreement for lease under seal, with the result that the commissioners state that they will in future regard the filling up of a form such as that in question as a contravention of section 44 of the Stamp Act, 1891. Should any such case come under the notice of any member he should bring it before the committee.

THE BIRMINGHAM LAW SOCIETY.

The following are extracts from the report of the committee:

Officers and committee.—In October last Mr. Arthur Godlee, who had been president of the society since September, 1895, resigned his office in order that his successor might be elected an extraordinary member of the Incorporated Law Society, U.K., at the October meeting of that society. Your committee passed a resolution of thanks to the retiring president for the large amount of work he had done on behalf of the society, especially during the visit of the Incorporated Law Society, U.K., to

Birmingham last year, when, as we are sure all our members will agree, he so well represented our society and upheld its dignity. Mr. T. H. Russell was unanimously elected to be president in Mr. Godlee's place, and Mr. A. H. Coley was similarly chosen to fill the post of vice-president vacated by Mr. Russell. In March, 1897, Mr. T. H. Russell resigned the office of honorary secretary and treasurer, which he had so worthily and energetically occupied for the past eight years, and Mr. Walter Barrow was elected in his stead. The society are under a heavy obligation to Mr. Russell for his indefatigable efforts, when honorary secretary, to promote the interests of its members, and it is a matter for congratulation that he now presides over its affairs.

Members.—Since the last annual meeting twelve new members have been elected, three have ceased to be members, and two have died; the number now on the register is 330; seventeen barristers have during the year subscribed for the privilege of using the library.

Law classes.—The numbers attending these classes again show a considerable increase, the attendance of the senior class being much larger than in any previous year. In all, fifty-eight students joined the classes in the course of the year. It is satisfactory to see that the efforts of our very excellent reader, Mr. Pearson, are being thus appreciated. Mr. Pearson especially wishes to warn students against putting off reading for their final until the last few months, as it is to be borne in mind that a very wide range of subjects are now included in this examination, for which the intermediate can hardly be called a preparation. Your committee have reappointed Mr. Pearson as reader for the ensuing session, and they have also received an intimation from the Council of the Incorporated Law Society, U.K., that the annual grant of £100 hitherto made to the Law Lecture Fund by the Council will be continued for 1898. The following table shows the number of students who joined during the past year, and their average attendance:

	No. of Students.	Average Attendance.
Senior.—1st Term	... ... 30 ...	... 20·9
2nd ,,		
3rd ,,	... ... 27 ...	... 20·3
Junior.—1st ,,	... ... 23 ...	... 15
2nd ,,		
3rd ,,	... ... 25 ...	... 15 8

County Court Rules.—In March of last year some new County Court Rules were introduced, the effect of which was, in the opinion of your committee, to impose a needless and vexatious burden upon plaintiffs who desired to sue persons residing out of the jurisdiction of their own county court. This society, as well as many of the other law societies, memorialized the Lord Chancellor on the subject, and, in the end, the new rules objected to were withdrawn.

Address to the Lord Mayor.—Mr. Councillor C. G. Beale, a valued member of our society, having received the honour of election as Lord Mayor of Birmingham in November last, your committee decided to present to him an address of congratulation. The ceremony took place in the council chamber, on Wednesday, the 15th of December, in the presence of upwards of a hundred of our members. The address (suitably illuminated and bound) was presented by the president, Mr. T. H. Russell (who, as well as Mr. Alderman Johnson, made a short speech), and was warmly acknowledged by the Lord Mayor.

Land Transfer Act.—After being introduced into several sessions of Parliament, this Bill has at last in the course of the past year become an Act, and came into force on the 1st of January last. The first part of the Act makes the personal representatives of a deceased person to be also his real representatives, and enacts that real estate shall vest in them in the same way as leaseholds. Generally speaking, the effect of this part of the Act is to place the devolution of the legal estate in realty on almost exactly the same footing as that in chattels real; but the devolution of the beneficial interest is not affected, except that the assent of the real representative is required to a devise of realty, as that of the personal representative is to a bequest of leaseholds. Apparently, however, in the case of an intestacy, an express conveyance (and not a mere assent) will be necessary from the real representative to the heir. The real representative may sell realty in the course of administering the estate, but the order of liability of real and personal estate to the payment of debts and legacies remains unchanged. The main object of the Act, however, is to amend the provisions of the Land Transfer Act of 1875, by compelling the owners of land to register their titles in a public registry. This has, of course, been the crux of all the Land Transfer Bills previously introduced. A number of modifications proposed in the Bill by the Incorporated Law Society, U.K., having been accepted by the Lord Chancellor, and on the understanding that the operation of the compulsory powers was to be restricted to some comparatively small area, and then only if the county council of the area in question did not object, that society and the associated provincial law societies determined to withdraw further opposition. The Yorkshire law societies, who feared that some portion of their county would be selected as the first part of England in which the Act might be tried, were not satisfied with the position, and as a result of their opposition and negotiations the Bill was still further modified so as to ensure a fuller trial of the scheme before its operation is extended. As the Act stands, the first area in which the compulsory powers are to be put in force is to be fixed by an Order in Council, and it has been proposed to apply the Act to the county of London. A two-thirds majority of the county council may, however, prevent the Order in Council from coming into force, and no order is to be made for three years after the first. The London County Council have requested the opinion of the vestries and other public bodies as to the advisability of trying the Act within the metropolitan area. Several of the leading vestries have reported adversely to the experiment being made in London. The profession will watch with interest the trial of the measure, wherever it may take place. It is at any rate satisfactory that, owing to the efforts of the law societies, the Act is to be tentative and experimental only, and that there will thus be ample opportunity for the public at large, who have hitherto shewn but little interest in the matter, to see from an example in their midst whether or no the scheme will produce the advantageous results they have been led to expect.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

The sixty-first annual meeting of the Legal and General Life Assurance Society was held on Tuesday at the society's house, 10, Fleet-street, Mr. William Williams presiding.

The report stated that during the past year new assurances had been effected with the society under 586 policies for the sum of £1,135,793 15s. The new premiums thereon had amounted to £52,217 16s. 3d., of which £6,945 12s. 9d. was paid away for the re-assurance with other offices of £253,450, leaving £45,272 3s. 6d. as the new premiums on £882,343 15s., the net risks retained by the society. In addition to these new premiums the society had also received the sum of £421 18s. 3d. in respect of assurances payable only in the event of death from fatal accident. The total net premium income amounted to £269,300 4s. 8d., being an increase of £12,445 11s. 3d. upon that of 1896. The total net claims amounted to £202,624 12s. 3d., caused by 100 deaths, and two endowment policies matured, as against £174,554 14s. in 1896, caused by 104 deaths, and one endowment policy matured. The first-mentioned sum included £29,547 3s. paid as bonus additions, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium, the additions amounted to the large average increase of 51 per cent. The total number of ordinary policies in force at the end of the year was 6,252, assuring with bonus additions £11,699,209. The total assets of the society, increased during the year by the sum of £143,766 6s. 11d., amounted on the 31st of December to £3,385,598 0s. 7d., and, productive and unproductive, yielded an average rate of £4 1s. 10d. per cent. These assets included £2,168,203 0s. 2d. invested on mortgages of real and personal property. Of these mortgages only £24,817 10s. 6d. remained upon mortgage of property in Ireland, and it was anticipated that this sum would be repaid in a short time. The other mortgages which were on property in England or Wales had been recently investigated by the directors, and the result of such investigation was satisfactory.

Mr. E. Colquhoun (actuary and manager) having read the notice convening the meeting,

The Chairman moved the adoption of the report and balance-sheet. He said there were very few present, but he supposed that was really in consequence of the very satisfactory report which had been sent to every shareholder. It was his duty to submit the report for the year 1897, and it might, perhaps, be interesting if he made a few observations with respect to it. It would be seen that the new annual premiums for last year had amounted to no less than £45,272 3s. 6d., which was the largest sum the society had ever received for new premiums since its institution more than sixty years ago, and this notwithstanding the fact that last year was generally supposed to be a holiday year. People were making holiday, but the society really did a great deal more than during the year before, and the year before that. As far as the last five years were concerned the net annual premiums had been increasing from £32,000 in 1892 to £33,000 in 1894, and upwards of £43,000 in 1895. In 1896 they dropped to £40,000, but last year had brought them up again to £45,272. The society's assets had increased also by £143,776 6s. 11d., and its assets, which were all well secured, now amounted to £3,385,598 0s. 7d., and of that sum but £24,817 10s. 6d. now remained due upon the only Irish mortgage the society possessed; and that was in the course of being liquidated. The estates had been sold, and it was expected that in the course of a very few months the whole of that £24,000 would be paid. The premium income amounted to £269,300, a larger sum than the society had ever received before. The claims had amounted only to £202,624 12s. 3d., and, as they would see, the premium income was between £60,000 and £70,000 more than sufficient to meet the claims. The increase of the total premiums over 1896 was £12,445 11s. 3d. It might, perhaps, be interesting to the members present to be told that thirty years ago—that was to say, at the end of 1867, the net annual premiums amounted only to £14,840 14s. 7d. From that time until 1886 they fluctuated, never amounting to £14,000 again, but going to £11,000 and £8,000, to which sum they dropped in 1886. But in that year the society fortunately secured the services of their excellent manager, Mr. Colquhoun, and from that time the premiums had steadily increased until the society had actually received net premiums amounting to £45,000 during the past year. The assets had in the meantime increased in the same proportion. In the year 1867, thirty years ago, the total assets of the society amounted only to £1,479,476. They now amounted to £3,385,598, or very nearly £2,000,000 in excess of what they were thirty years ago. The premium income had increased in the same proportion. In 1867 the total premiums were only £129,214 9s. 6d. They had now increased to more than double that sum, being £269,300. The total annual income of the society from its investments was at the present moment £109,100 8s. 8d. As would be seen from the accounts, the directors had thought it right for the first time to credit the actual sum which previously had been credited to the reversionary purchases amounting to £11,006 18s. 6d. In the previous accounts, as would be found from the accounts for the previous year, the income from the investments was stated to be £116,255 0s. 11d., but that sum included the sum which the directors always anticipated would be received when the reversions which the society had purchased came into possession; but the directors had thought it right for the purposes of the present account to distinguish that from the actual amount received from the society's

investments; and that was the reason the sum credited for actual income received amounted to £109,100. Then there was £11,000, and that was for the sum credited to reversions, making, therefore, the £120,107 7s. 2d. as against £116,285 last year, being an increase of more than £3,000 a year. The society could not expect, he was afraid, to continue to make its investments as profitable as in former years. They all knew that the rate of interest was greatly reduced, and during the last year the average rate of interest received by the society was £4 1s. 10d. per cent. It was very gratifying to be able to inform the shareholders that the ratio of expenses to premium income had been considerably reduced, and whereas in 1893 it was 12·5 it had now gone down to 11·2. That was a very satisfactory reduction. In concluding he observed that if any shareholder wished to make any observation or ask any questions he should be glad, with the assistance of Mr. Colquhoun, to answer them.

Mr. R. PENNINGTON seconded the motion.

The CHAIRMAN remarked that it was satisfactory to find there was no discontented shareholder in the room.

The report was adopted.

The CHAIRMAN said he had to announce that during the past year the society had had the misfortune to lose two of its directors, the late Mr. Jas. Curtis Leman and Mr. Chas. Harrison, both of whom were very well known in the profession. During the same year their most excellent solicitor, Mr. Nathaniel Tertius Lawrence, had resigned his office as solicitor, and was thereupon elected a director. He had been long connected with the society and was a valued supporter, and the board were glad to welcome him. He was elected to supply the place of Mr. Leman, and he now offered himself for re-election. The other directors who retired in the ordinary course were Mr. F. P. Morrell, Mr. C. R. Williams, himself, Mr. G. E. Frere, Sir James Parker Deane, and Mr. E. H. Ellis-Danvers, and they offered themselves for re-election.

The retiring directors having been re-elected,

The CHAIRMAN said the retiring auditors were Mr. Kenyon C. S. Parker and Mr. J. S. Follett.

These gentlemen were also re-elected.

On the motion of the CHAIRMAN the usual remuneration of £300 was voted to the auditors.

Mr. W. E. CAPRON moved a vote of thanks to the chairman and directors, which was carried.

The CHAIRMAN, in returning thanks, said he would have been glad if some one of the shareholders had moved a vote of thanks to the society's excellent manager, and to the staff to whose services its success was greatly indebted. As that had not been done he had very great pleasure in moving it, and he thought that all the directors would very gladly join in thanking Mr. Colquhoun and the general staff, from whom they had received the greatest possible assistance and to whom they were very greatly indebted for the success of the society. He moved "That the thanks of the society be tendered to Mr. Colquhoun and the rest of the staff for the services they had rendered to the society during the past year." He was sure the motion would be carried unanimously.

The motion having been adopted,

Mr. COLQUHOUN expressed his gratification at the vote, and assured the meeting that the staff would endeavour to continue to deserve their approbation. Referring to the report, he said that he thought the only point to which the chairman had not alluded was the fact that people usually expected to see a considerable falling off the first year after a quinquennium. Fortunately the society had escaped that, and there had been a considerable increase of business.

The proceedings then terminated.

UNITED LAW SOCIETY.

The annual dinner of this society was held on Monday, February 28, at the Inns of Court Hotel. Mr. Justice Darling presided, and there was a good attendance of members and their friends. The toasts were "The Queen," proposed by the chairman; "The United Law Society," proposed by the chairman, to which Mr. C. W. Williams (chairman of the society) responded; "The Visitors," proposed by Mr. George Elliott, and responded to by Mr. R. A. Germaine; and the chairman responded to the toast of his own health, proposed by Mr. C. H. Kirby (secretary of the society).

LAW ASSOCIATION.

At a meeting of the directors, held at the Hall of the Incorporated Law Society on Thursday, the 3rd inst., the following being present—viz.: Mr. R. J. Pead (chairman), Messrs. S. J. Daw, R. H. Peacock, J. Vallance, and Arthur Carpenter (secretary)—seventeen new members were admitted to the association, and the ordinary general business was transacted.

A Dublin correspondent of the *Daily News* says: The Right Hon. Samuel Walker, who has just gone on the Connaught Circuit as Commissioner of Assize, supplies the first instance in legal history of that office being filled by an ex-Lord Chancellor. Mr. Walker, who was Lord Chancellor of Ireland in the late Administration, from 1892 till 1895, accepted, on his resignation of the Great Seal of Ireland, the honorary position of an "additional" lord justice in the Irish Court of Appeal. Under the provisions of the Irish Judicature Act, which received the Royal Assent last August, it is provided that "additional" lords justices may, with their own consent, act as commissioners of assize. The Irish Lord Chancellor, desiring that this provision should not be a dead-letter, has requested Mr. Walker to become a commissioner of assize.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

January, 1898.

At the examination for Honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction.

FIRST CLASS.

[In order of Merit.]

JOHN LARDEN WILLIAMS, B.A. Oxon., who served his clerkship with Messrs. Batesons, Warr, & Wimshurst, of Liverpool.

JOHN EUSTACE JONES, who served his clerkship with Mr. Samuel Smith, of the firm of Messrs. Walker, Smith, & Way, of Chester; and Messrs. Chester, Mayhew, Broome, & Griffiths, of London.

HERBERT ARTHUR PRITCHARD, who served his clerkship with Mr. Henry Davis Jolliffe, of the firm of Messrs. Jolliffe & Jolliffe, of Chester; and Messrs. Chester, Mayhew, Broome, & Griffiths, of London.

JOHN DOUGLAS PEEL, B.A. Oxon., who served his clerkship with Messrs. Morrell & Son, of Oxford.

SECOND CLASS.

[In Alphabetical Order.]

Harry Reginald Cleaver, who served his clerkship with Mr. Arthur Augustus Padley, of Market Rasen.

Thomas Berridge Cox, who served his clerkship with Mr. Robert Henry Speed, of Nottingham; and Messrs. Walter Hamlyn Speed and Percy Charles Harvey, of London.

Isaac Arthur Huskisson Everett, B.A. Oxon., who served his clerkship with Messrs. Hand, Blakiston, Everett, & Hand, of Stafford.

Clement Everitt, who served his clerkship with Dr. Ernest Ivens Watson, of Norwich; and Messrs. Nicholson, Graham, & Graham, of London.

Ralph Percival Jenkins, who served his clerkship with Mr. Claudius George Algar, of London.

Thomas Jennings, who served his clerkship with Mr. Charles Ernest Cadle, of the firm of Messrs. J. G. Wilson, Ornsby, & Cadle, of Durham.

Aneurin Jones, who served his clerkship with Mr. Daniel William Jones, of Merthyr Tydfil.

Basil Leach, who served his clerkship with Messrs. Western & Sons, of London.

Harry Leonard, who served his clerkship with Mr. John William Piercy, of Huddersfield.

Sidney Lowenthal, B.A. Oxon., who served his clerkship with Messrs. North & Sons, of Leeds; and Messrs. Williamson, Hill, & Co., of London.

John Stuart McLellan, who served his clerkship with Mr. William Arthur Edward Headley, of the firm of Messrs. Headley & Roberts, of London.

Martin Rees Richards, who served his clerkship with Mr. William Buckley Roderick, of Llanelly.

Walter John Wenham, who served his clerkship with Mr. Ernest Stratton Gerrish, of the firm of Messrs. Gerrish & Foster, of London.

Daniel Williams, who served his clerkship with Mr. William George, of Portmadoc.

Joseph Croydon Winser, who served his clerkship with Mr. Robert Martin, of London.

THIRD CLASS.

[In Alphabetical Order.]

Alfred Crerar, who served his clerkship with Mr. George Wood Turney, of the firm of Messrs. Collin & Turney, of Maryport.

John Beckley Eastley, who served his clerkship with Messrs. Eastley & Co., of Paignton; and Messrs. Torr, Gribble, & Co., of London.

Thomas Henry Royston Evans, who served his clerkship with Mr. Charles Francis Martelli, of London.

John Henry Franckeiss, who served his clerkship with Messrs. Cousins & Burbidge, of Portsmouth; and Mr. Arthur Walter Mills, of London.

Ernest David Glanley, who served his clerkship with Mr. Martin Augustus Jenkins, of Aberavon; and Messrs. Crowders & Vizard, of London.

Leonard Rudolph Maidment, who served his clerkship with Mr. Edward Hobbs, of the firm of Messrs. Ryde & Hobbs, of Portsmouth; and Messrs. Chamberlayne & Short, of London.

George Terry Maudling, who served his clerkship with Mr. William Moore Shirreff, of the firm of Messrs. Morley, Shirreff, & Co, of London.

Alfred Darby Minton-Senhouse, who served his clerkship with Mr. John Booth Lazenby, of the firm of Messrs. Booth & Lazenby, of Newcastle-on-Tyne.

George Rodhouse Reid, who served his clerkship with Messrs. King, Wigg, & Co., of London.

Francis Henry Ware, B.A., LL.B. Camb., who served his clerkship with Mr. Sydney Gedge, M.P., of the firm of Messrs. Gedge, Kirby, & Millett, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. J. L. Williams, B.A. Oxon.—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon prize—value about twenty guineas.

To Mr. Jones—The prize of the Honourable Society of Clifford's-inn—value ten guineas.

To Mr. Pritchard—The prize of the Honourable Society of New-inn—value five guineas.

To Mr. Peel, B.A. Oxon.—Prize of the Incorporated Law Society—value five guineas.

To Mr. Richards—"The John Mackrell Prize"—value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-one candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 1.—Chairman, Mr. Archibald Hair.—The subject for debate was, "That the case of *Re Tomlinson, Tomlinson* v. *Andrews* (1898, 1 Ch. 232), was wrongly decided." Mr. Arnold Jolly opened in the affirmative; Mr. H. C. Geare seconded in the affirmative. Mr. Rupert Blagden opened in the negative; Mr. A. M. W. Kerr seconded in the negative. The following members also spoke: Messrs. A. Dixon, W. M. Pleadwell, A. W. Sells, W. B. King, Archer White, J. H. Bate, Haseldine Jones, and Neville Tebbutt. The motion was lost by five votes.

LEGAL NEWS.

OBITUARY.

Sir WILLIAM HENRY STEPHENSON, K.C.B., late Chairman of the Board of Inland Revenue, died on Tuesday, after an attack of influenza. He was the son of General Sir Benjamin Charles Stephenson, G.C.H., and served as private secretary to Sir Robert Peel from 1841 to 1847. He was principal clerk assistant to the Secretary of the Treasury till he was appointed Chairman of the Board of Inland Revenue in 1862 by Mr. Gladstone. He was created a K.C.B. in 1871. In June, 1877, he retired on his full pay.

APPOINTMENTS.

Mr. Justice KENNEDY has been elected a Member of the Council of Legal Education in place of Mr. Montague Crackanthorpe, Q.C., who has resigned.

Mr. HENRY FERGUS TRAILL, solicitor, of the firm of Traill & Howell, 46, Queen Victoria-street, E.C., and Shortlands, Kent, has been appointed a Commissioner for Oaths.

Mr. J. E. CRANSTON LESLIE, solicitor (Leslie & Hardy), 17, Bedford-row, London, has been appointed a Justice of the Peace for the county of Middlesex. Mr. Leslie was admitted in 1876.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES JOHN HUTCHINSON and GEORGE CHARLES TIJOU, solicitors (Hutchinson & Tijou), 2, Gresham-buildings, Basinghall-street, London, and at Stratford. The said James John Hutchinson will, as from the 31st of December, 1897, practice in his own name at 2, Gresham-buildings aforesaid, and the said George Charles Tijou will as from the said date practise in his own name at Stratford aforesaid. [*Gazette*, March 1.

INFORMATION WANTED.

Re HENRY HENSMAN, Esq., deceased, of 22, Blomfield-street, Paddington, who died on the first (1st) of October, 1897.—£500 Reward.—The above reward will be paid to anyone that can trace the Will of the above said Henry Hensman, dated Eighteen hundred and ninety-seven (1897).—Address, Mrs. A. C. Damper, Speldhurst, near Tunbridge Wells.

Mrs. FANNY HEIMANN, deceased.—Any person having information as to any Will or Property of the above lady, who died at Ramsgate in February, 1898, is requested to communicate with Spyer & Sons, Solicitors, No. 58, New Broad-street, E.C.

GENERAL.

Mr. Justice Mathew has left town for a change of air, and is not expected to return to court for some days.

Mr. Justice Byrne was indisposed, and unable to take his seat in court on Thursday.

Mr. Edwin Plumer Price, Q.C., who has been Recorder of York since 1866, and is in his 80th year, announced his resignation of that office in his charge to the grand jury yesterday.

The House of Lords Standing Committee met on Tuesday for the first time this session for the consideration of the Marine Insurance Bill (which was referred to a Select Committee), the Bail Bill, and the Public Record Office Bill, which were ordered to be reported.

The *Pall Mall Gazette* says that the Secretary of State for India will shortly have two important appointments to fill, one of them being the Chief Justiceship of the North-West Provinces of India, on the retirement of Sir John Edge, Q.C.

During Tuesday morning, says the *Times*, Viscount Esher, the late Master of the Rolls, came into Appeal Court No. 1 and sat on the bench with the Lords Justices for some time listening to the business. He was provided with a chair close to the place in which he generally presided over this division of the Court of Appeal during the period from the beginning of 1883, when the courts first took up their abode in the present building, down to the end of last Trinity Sittings.

The Lord Chief Justice of Ireland, Sir Peter O'Brien, while out hunting with the Kildare hunt on Saturday was, says the *St. James's Gazette*, thrown from his horse and sustained injuries to his arms and also a severe shaking. He was conveyed in a covered conveyance to his residence, where he remains, suffering considerably from the shock, but not in danger. Under the circumstances his lordship's circuit arrangements have been cancelled, and his place in the Spring Assizes will be taken by Lord Justice Holmes.

A meeting of peers, Members of Parliament, judges, and others interested in the movement for perpetuating the memory of the late Sir Frank Lockwood was, says the *Times*, held in one of the committee rooms of the House of Commons on the 24th ult. On the motion of Lord James of Hereford, Lord Rosebery took the chair. After discussion the desirability was affirmed of erecting memorials both in London and in York, and the following were appointed a committee to ascertain the wishes of York and to make recommendations concerning the form and sites of the proposed memorials: The Lord Chief Justice, Lord Glenesk, Lord James, Sir Robert Reid, Mr. James Lowther, Colonel Lockwood, the Attorney-General, Mr. Alfred Pease, Mr. Butcher, and Mr. Hare.

In the House of Commons on Monday Sir J. Kennaway asked the Home Secretary whether he had received from Mr. Justice Darling the presentment of the grand jury of the county of Devon made at the last assizes at Exeter, that in cases of conviction of indecent assault upon girls under sixteen the judge should have power to order the infliction of corporal punishment; whether he had received other communications of a similar nature; and if he was prepared to take action in the direction suggested. Sir M. W. Ridley said: I have received numerous presentation this subject from Devon and other counties; but I am afraid I do not see my way to proposing the amendment of the law which they recommend.

In the House of Commons on Wednesday, Serjeant Hemphill moved the second reading of the Solicitors (Ireland) Bill. He explained that its object was to assimilate the law in Ireland to the law in England regulating the profession of solicitor. The first part of the Bill dealt mainly with definitions, and the second part contained certain clauses embodying regulations providing for the examination and lectures which solicitors must undergo before being sworn in. A further provision enabled solicitors' clerks under certain conditions to become solicitors. Seven years' service as a solicitor's clerk with three years' indenture would qualify for admission as a solicitor. The Bill also altered the conditions under which the examinations and lectures were held. It gave the Incorporated Law Society of Ireland control over the examinations and the power to appoint professors, that control and that power being subject to the approval of the chief judges in Ireland. The Bill also enabled barristers who had been practising for five years, and who wished to become solicitors, to enter the profession on removing their names from the list of barristers, but without undergoing any apprenticeship. It further proposed certain changes in machinery and other matters of detail, not involving any great principle. In cases of misconduct by solicitors, for example, it was proposed that the complaint should come before a disciplinary committee or committee of council of the Incorporated Law Society, and that on their report the Lord Chancellor should exercise his power of striking the solicitor off the roll or of suspension, or of making such other order as he might think fit. The Bill was read a second time and ordered to be referred to the Standing Committee on Law.

PENDING LEGISLATION.

EVIDENCE IN CRIMINAL CASES.

The following is the Evidence in Criminal Cases Bill, which has been introduced by the Lord Chancellor:

A Bill intituled an Act to amend the Law of Evidence.

Be it enacted, &c.

1. *Competency of witnesses in criminal cases.*] Every person charged with an offence, and the wife or husband, as the case may be, of the person so charged, shall be a competent witness at every stage of the proceedings, whether the person so charged is charged solely or jointly with any other person. Provided as follows:

(*a*) A person so charged shall not be called as a witness in pursuance of this Act without his consent;

(*b*) The wife or husband of the person charged shall not, save as in this Act mentioned, be called as a witness in pursuance of this Act without the consent of the person so charged;

(*c*) Nothing in this Act shall make a husband compellable to disclose any communication made to him by his wife during the marriage, or a wife compellable to disclose any communication made to her by her husband during the marriage;

(*d*) A person charged and being a witness in pursuance of this Act shall not have the right to refuse to answer any question on the ground that it would tend to criminate him as to the offence charged;

(*e*) A person called as a witness in pursuance of this Act shall not be asked, and if asked shall not be required to answer, any question tending to shew that any person charged has committed or been convicted of any offence other than that wherewith he is then charged, or is of bad character, unless—

(i) the proof that he has committed or been convicted of such other offence is admissible evidence to shew that he is guilty of the offence wherewith he is then charged; or

(ii) the person charged has asked questions of the witnesses for the prosecution with a view to establish his good character, or called witnesses to his good character, or otherwise has given evidence of good character; or

(iii) the person charged and called as a witness has given evidence against any other person charged with the same offence.

2. *Calling of wife or husband in certain cases.*] (1.) The wife or husband of a person charged with an offence under any enactment mentioned in the schedule to this Act may be called as a witness without the consent of the person charged.

(2.) Nothing in this Act shall affect a case where the wife or husband of a person charged with an offence may at common law be called as a witness without the consent of that person.

3. *Application of Act to Scotland.*] In Scotland, in a case where a list of witnesses is required, the husband or wife of a person charged shall not be called as a witness in pursuance of this Act, unless the name of the husband or wife, as the case may be, appears in the list of witnesses for either the prosecution or the defence.

4. *Provision as to previous Acts.*] This Act shall apply to all criminal proceedings, notwithstanding any enactment in force at the commencement of this Act.

5. *Extent, commencement, and short title.*] (1.) This Act shall not extend to Ireland.

(2.) This Act shall come into operation on the expiration of two months from the passing thereof.

(3.) This Act may be cited as the Criminal Evidence Act, 1898.

SCHEDULE.

ENACTMENTS REFERRED TO.

Session and Chapter.	Short Title.	Enactments referred to.
5 Geo. 4, c. 83. -	The Vagrancy Act, 1824.	The enactment punishing a man for neglecting to maintain or deserting his wife.
8 & 9 Vict. c. 83. -	The Poor Law (Scotland) Act, 1845.	Section eighty.
24 & 25 Vict. c. 100.	The Offences against the Person Act, 1861.	Sections forty-eight to fifty-five.
45 & 46 Vict. c. 75. -	The Married Women's Property Act, 1882.	Section twelve.
47 & 48 Vict. c. 14. -	The Married Women's Property Act, 1884.	The whole Act.
48 & 49 Vict. c. 69. -	The Criminal Law Amendment Act, 1885.	The whole Act.
57 & 58 Vict. c. 41. -	The Prevention of Cruelty to Children Act, 1894.	The whole Act.

THE INCORPORATED LAW SOCIETY'S CONVEYANCING BILL.

THE following is the memorandum prefixed to the Conveyancing Bill promoted by the Council of the Incorporated Law Society:

This Bill is in substance the same as that introduced in 1897 and read a second time in the House of Lords. The alterations consist of amendments in the Settled Land Acts and in the Married Women's Property Acts, called for by recent judicial decisions and in the real representative sections of the Land Transfer Act, 1897. The Bill proceeds on the lines of the reforms carried out with complete success by the late Earl Cairns in the Conveyancing Acts and Settled Land Acts. By virtue of the Settled Land Act, 1882, tenants for life have power to sell and convey any settled land, the purchase-money being retained to answer the trusts, and purchasers obtain a clear title freed from the trusts. This principle was not new. It had always been acted upon as regards land held upon trust for sale by the trustees of money settlements. Such land was always so conveyed as to keep the trusts off the title. This has hitherto also been the case as regards land held for a term of years which cannot be conveyed with successive interests, but only as an entire estate. The same principle applies and is still more familiar in the title to stocks and shares where trusts do not concern a purchaser or mortgagee, and each transfer passes the whole property absolutely. The scheme of the Bill is to extend this principle to *all* land. It provides that as to all land every transfer shall convey the whole fee simple or an absolute term of years so that the market title will be an absolute title free from trusts, and a purchaser or mortgagee will be concerned only to acquire the market title in the whole fee simple or term of years. Each successive owner of a fee simple or of a term of years will have an absolute power of disposition similar to the power of sale now given by statute to mortgagees, and will be able to make a complete title. All trusts will be removed from the title, which will be reduced to a series of simple transfers of absolute interests. The Bill is framed to fit in with the scheme of the Settled Land Acts by making a tenant for life the estate owner with a restriction on sale, the purchase-money being retained to answer the trusts. The object of the Bill, therefore, is to ensure that as to *all* land the title for the purpose of sale and mortgage shall be simple and absolute, and that trusts and other rights and claims, including death duties and other Government duties, shall be kept off the market title and shall form a second title, not concerning a purchaser or mortgagee, which shall in case of sale attach to the purchase-money. The Council of the Incorporated Law Society have for some time past considered the time had arrived when this further development of the Conveyancing Acts and Settled Land Acts could be carried out with advantage. They therefore in 1895 instructed Mr. E. P. Wolstenholme, who prepared those Acts for the late Earl Cairns, to draft the present Bill, which he has done with the assistance of Mr. B. L. Cherry. The Bill would be very short but for the necessity of providing for existing and future settlements. It is essential to the scheme of the Bill that there should always be an estate owner capable of making a title to a purchaser. A check is provided against wrongful parting with the estate by a scheme of cautions and inhibitions similar in many respects to that which is in force under the Land Transfer Acts. The proofs of marriages, births, deaths, failure of issue, and other matters of pedigree, shewing the title of a tenant in tail, and also his disentailing deed, will be immaterial. The result will be that, as regards transactions taking place after the commencement of the Act, no evidence of title will be required by the purchasers except documents conveying or vesting the estate, in other words, the market title consisting of transfers of the absolute interests. The estate owner, having an absolute power of disposition, will convey free from all charges affecting his estate, and none of the present searches will be required as regards liabilities arising after the commencement of the Act, except for lands improvement rent charges (the register for these may be conveniently removed to the Land Registry); and, as regards cautions and inhibitions, the vendor will produce a certificate that none are in force. The Bill provides that the executor or administrator shall be the real as well as personal representative, and proposes to repeal and replace the corresponding provisions in the Land Transfer Act, 1897. Especial care has been taken to give effect to the manifest intention of those provisions, and at the same time to facilitate the proper working of that Act in connection with registered land. The Bill gives a power to the real representative to assent in writing to the land passing to their heir, devisee, or person entitled under a settlement so as to avoid the necessity for a deed in those cases where, under the existing law, the land would pass without one. This will also have the effect of leaving the position of stamp duty unaffected. If the Government assent to the clause as to death duties, a purchaser will take free from all such duties. It is conceived that the revenue will not in any way suffer by such assent in consequence of land being made to vest in the real representative, who will be personally liable to see to payment of duties, and, moreover, the Government can be protected by a caution. This is the existing principle as regards stock and also as regards land held on trust for sale; further, a sale under the Settled Land Acts or under a power frees the land from succession duty. Under the Bill now proposed all settlements, existing as well as future, are brought under the new system, and no proof will be required of any matter of pedigree arising after the commencement of the Act, except as to deaths, of which probate or letters of administration will be sufficient conveyancing evidence. This is shewn by the epitome of specimen abstracts contained in the first schedule to the Bill.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 7	Mr. Carrington	Mr. Farmer	Mr. Ward
Tuesday 8	Jackson	King	Pemberton
Wednesday 9	Carrington	Farmer	Ward
Thursday 10	Jackson	King	Pemberton
Friday 11	Carrington	Farmer	Ward
Saturday 12	Jackson	King	Pemberton
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, March 7	Mr. Beal	Mr. Pugh	Mr. Rolt
Tuesday 8	Leach	Lavie	Godfrey
Wednesday 9	Beal	Pugh	Rolt
Thursday 10	Leach	Lavie	Godfrey
Friday 11	Beal	Pugh	Rolt
Saturday 12	Leach	Lavie	Godfrey

HILARY SITTINGS, 1898.

COURT OF APPEAL.

APPEAL COURT II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Mon., Feb. 21	Chan final apps
Tuesday ...22	
Wednesday 23	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday ...24	Chan final apps
Friday 25	
Saturday ...26	
Monday.....28	
Tues., Mar. 1	
Wednesday 2	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday .. 3	County Palatine apps and Chan final apps
Friday 4	Chan final apps
Saturday ... 5	
Monday..... 7	
Tuesday ... 8	
Wednesday 9	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday ...10	Chan final apps
Friday 11	
Saturday ...12	
Monday.....14	
Tuesday ...15	

Wednesday 16	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday ...17 Friday .....18 Saturday ...19 Monday ....21 Tuesday ...22	Chan final apps
Wed. 23	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday .. 24 Friday .....25 Saturday ...26 Monday ....28 Tuesday ...29	Chan final apps
Wednesday 30	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list), and Chan final apps if required
Thursday .. 31 Friday, Apr. 1 Saturday .... 2 Monday .... 4 Tuesday 5	Chan final apps
Wed. 6	App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

N.B.—Lunacy Matters (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

APPEAL COURT I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Mon., Feb. 21	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and new trial paper if required
Tuesday ...22 Wednesday 23 Thursday ...24	New trial paper
Friday 25	Bkcy apps and new trial paper
Saturday .. 26	New trial paper
Monday.....28	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final apps if required
Tues., Mar. 1 Wednesday 2 Thursday ... 3	Q B final apps
Friday 4	Bkcy apps and Q B final apps
Saturday ... 5	Q B final apps
Monday..... 7	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and new trial paper if required
Tuesday..... 8 Wednesday 9 Thursday ...10	New trial paper
Friday 11	Bkcy apps and new trial paper
Saturday ...12	New trial paper
Monday 14	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday ...15 Wednesday 16 Thursday ...17	Q B final apps
Friday 18	Bkcy apps and Q B final apps
Saturday ...19	Q B final apps
Monday.....21	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and new trial paper if required
Tuesday ...22 Wednesday 23 Thursday ...24	New trial paper
Friday 25	Bkcy apps and new trial paper
Saturday ...26	New trial paper
Monday..... 28	App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday.....29 Wednesday 30 Thursday ...31	Q B final apps
Friday, Apr. 1	Bkcy apps and Q B final apps
Saturday 2	Q B final apps
Monday..... 4	App motns ex pte—orgl mots — apps from ords made on interlocutory mots & new trial pa if required
Tuesday..... 5 Wednesday 6	New trial paper

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE NORTH.

Mon., Feb. 21	Sitting in chambers
Tuesday ...22 Wed. .....23 Thursday ...24	General paper
Friday 25	Mots and adj sums
Saturday ...26	Sht caus, pets, fur cons, & adj sums
Monday.....28	Sitting in chambers
Tues., Mar. 1 Wed. ..... 2 Thursday ... 3	General paper
Friday 4	Mots and adj sums
Saturday ... 5	Sht caus, pets, fur cons, & adj sums
Monday..... 7	Sitting in chambers
Tuesday .... 8 Wed. ..... 9 Thursday ...10	General paper
Friday 11	Mots and adj sums
Saturday ...12	Sht caus, pets, fur cons, & adj sums
Monday.....14	Sitting in chambers
Tuesday ...15 Wednesday 16 Thursday ...17	General paper
Friday ... 18	Mots and adj sums
Saturday ...19	Sht caus, pets, fur cons, & adj sums
Monday 21	Sitting in chambers
Tuesday ...22 Wed. .....23 Thursday ...24	General paper
Friday 25	Mots and adj sums
Saturday ...26	Sht caus, pets, fur cons, & adj sums
Monday.....28	Sitting in chambers
Tuesday ....29 Wednesday 30 Thursday ...31	General paper
Friday, Apr. 1	Mots and adj sums
Saturday ... 2	Sht caus, pets, fur cons, & adj sums
Monday..... 4	Sitting in chambers
Tuesday ... 5	General paper
Wed. 6	Mots and adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper. When witness actions can be taken on any days other than those appointed, due notice will be given.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Mon., Feb. 21	Sitting in chambers
Tuesday ...22 Wednesday 23 Thursday ...24	General paper
Friday 25	Mots, adj sums, and gen pa
Saturday ...26	Sht caus, pets, adj sums, & gen pa
Monday.....28	Sitting in chambers
Tues., Mar. 1 Wednesday 2 Thursday ... 3	General paper
Friday 4	Mots, adj sums, and gen pa
Saturday ... 5	Sht caus, pets, adj sums, and gen pa
Monday..... 7	Sitting in chambers
Tuesday ..... 8 Wednesday 9 Thursday ...10	General paper
Friday 11	Mots, adj sums, and gen pa
Saturday ...12	Sht caus, pets, adj sums, and gen pa
Monday..... 14	Sitting in chambers
Tuesday .. 15 Wed. .....16 Thursday ...17	General paper
Friday 18	Mots, adj sums, and gen pa
Saturday ...19	Sht caus, pets, adj sums, and gen pa
Monday.....21	Sitting in chambers
Tuesday ...22 Wed. .....23 Thursday ...24	General paper
Friday 25	Mots, adj sums, and gen pa
Saturday ...26	Sht caus, pets, adj sums, and gen pa
Monday.....28	Sitting in chambers
Tuesday ...29 Wednesday 30 Thurs. 31	General paper
Friday, Apr. 1	Mots, adj sums, and gen pa
Saturday ... 2	Sht caus, pets, adj sums, and gen pa
Monday..... 4	Sitting in chambers
Tuesday ... 5	General paper
Wednesday 6	Mots, adj sums, and gen pa

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

Witness actions will probably be taken on other days than those mentioned above. Of these due notice will be given.

CHANCERY COURT II.

MR. JUSTICE ROMER.

Mon., Feb. 21	Sitting in chambers
Tuesday.....22 Wed. .....23 Thursday ...24	Witness List
Friday 25	Mots and non wit list
Saturday ...26	Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....28	Sitting in chambers
Tues.. Mar. 1 Wednesday 2 Thursday ... 3	Witness list
Friday 4	Mots and non wit list
Saturday ... 5	Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday..... 7	Sitting in chambers
Tuesday..... 8 Wednesday 9 Thursday ..10	Witness list
Friday 11	Mots and non wit list
Saturday ...12	Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....14	Sitting in chambers
Tuesday ...15 Wed. .....16 Thursday ...17	Witness list
Friday 18	Mots and non wit list
Saturday ...19	Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday.....21	Sitting in chambers
Tuesday ...22 Wednesday 23 Thursday ...24	Witness list
Friday 25	Mots and non wit list
Saturday ...26	Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....28	Sitting in chambers
Tuesday ...29 Wednesday 30 Thursday ...31	Witness list
Friday, Apr. 1	Mots and non wit list
Saturday ... 2	Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday..... 4	Sitting in chambers
Tuesday ... 5 Wednesday 6	Non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

March 8.—Messrs. JOHN DAWSON & SON, at the Mart, at 12 o'clock, Freehold Detached Residence at Surbiton Hill, with range of palm house and conservatory. Solicitors, Messrs. Wordsworth, Blake, & Co., London. (See advertisement, Feb. 26, p. 300.)

March 8.—Messrs. J. A. LUMLEY & Co., at the Mart, at 2 p.m., the Beneficial Lease of a Town Residence, near Park-lane, held direct from the Grosvenor Estate, at an annual ground-rent of £800. Solicitors, Messrs. Lydall & Sons, London. (See advertisement, Feb. 19, p. 3.)

March 8.—Mr. F. H. B. RIDDLE, at the Mart, at 2 p.m., Freehold Ground-rents amounting to £1,282 per annum, secured upon property at Wandsworth, with reversion in 1931 to £7,000 per annum. Solicitors, Messrs. Lee & Pembertons, London. (See advertisement, this week, p. 5.)

March 10.—Messrs. BEAN, BURNETT, & ELDRIDGE, at Ullswater, the contents of Leaming House, with a Library of 1,100 vols. Solicitors, Messrs. Willett & Sandford, London. (See advertisement, this week, p. 5)

March 10.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2 p.m., Freehold Business Premises in High-road, Kilburn, producing £170 per annum. Solicitor, J. A. Bertram, Esq., London. (See advertisement, this week, p. 4.)

RESULTS OF SALES.

Messrs. H. E. FOSTER & CRANFIELD held a very successful Sale (No. 614) of Reversions and Life Policies, at the Mart, E.C., on Thursday last; the total realized being £42,470.

The following were amongst the lots sold:

		£
REVERSIONS:		
Absolute to £1,200; life 68	Sold	760
Absolute to £475 L. B. & S. C. Consolidated 5 per Cent. Preference Stock; life 67	"	520
Absolute to one-seventh of about £14,289; life 55	"	850
Absolute to upwards of £50,000; lives 52 and 66	"	21,000
Absolute to one moiety of about £17,800; life 57	"	4,525
Absolute to one-sixth of Freholds producing £714 14s. per annum; life 68	"	700
Bond for £438 10s., payable 1904	"	280
POLICIES OF ASSURANCE:		
For £500; life 65	"	620
" £1,000; life 50	"	410
" £7,500; life 72	"	5,600
" £5,000; same life	"	4,500
" £1,000; life 71	"	705

Messrs. R. W. MANN & SON, of LOWER Grosvenor-place, disposed of properties in Belgravia to the value of £40,000 during the last few weeks.

On Feb. 22, Messrs. W. W. READ & Co. sold at the Mart a Freehold Ground-rent of £200 per annum, secured upon premises in Lombard-street, with reversion to rack-rental in 36 years of the rental value of £1,125, for £12,200.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAHAMAS FIBRE CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and particulars of their debts or claims, to Mr J W KNOWLES, 6, Clement's lane

BIRD IN HAND GOLD CO, LIMITED—Petn for winding up, presented Feb 24, directed to be heard on Wednesday, March 9. Marshall & Marshall, 3 and 4, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

BOUVERIE PRESS, LIMITED—Petn for winding up, presented Feb 21, directed to be heard on Wednesday, March 9, at 10.30. Foster & Co, 15, Finsbury circus, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

BRISTOL PENNANT STONE FIRMS, LIMITED—Creditors are required, on or before March 31

to send in their names and addresses, and the particulars of their debts or claims, to Charles Matcham, 44, High st, Bristol

ST. HELEN'S WESTRALIAN SYNDICATE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Milne, 10, St. Helen's pl. Salaman & Co, solors to liquidator

WESTRALIAN MILLING SYNDICATE, LIMITED—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts and claims, to Lewis Charles Miles, 70, Cornhill. Stoneham, St. Michael's House, Cornhill, solor for liquidator

COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

MANCHESTER PROVIDENT PERMANENT BENEFIT BUILDING SOCIETY.—Petn for winding up, presented Feb 22, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, March 7, at 10.30. Batty & Co, Princess st, Manchester, petner's solors. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of March 5

London Gazette.—TUESDAY, March 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A B C CYCLE FITTINGS CO, LIMITED—Petn for winding up, presented Feb 24, directed to be heard March 9. Julius & Thomas, 15, Finsbury circus, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

FLOCKTON MAIN COLLIERY AND BRICKWORKS (BARNSLEY), LIMITED—Petn for winding up, presented Feb 25, directed to be heard on March 9. Tottenham, 51, Moorgate st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

GEORGE ELLIS & NEPHEWS, LIMITED—Creditors are required, on or before Monday, April 4, to send their names and addresses, and the particulars of their debts and claims, to William Henry Armitage, Market pl, Dewsbury. Booth, Huddersfield, solor

LONDON CONTRACT CO, LIMITED—Petn for winding up, presented Feb 26, directed to be heard on March 9. Bower & Co, 4, Bream's bldgs, Chancery lane, agents for Mowll & Mowll, Dover, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

LONDON INDUSTRIAL AGENCY, LIMITED—Petn for winding up, presented Feb 24, directed to be heard on March 9. Boorne, Moorgate ct, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

LONDON SANITARY LAUNDRY UNION, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to Samuel William Hutton, 99, Gresham st

TIVOLI RESTAURANT AND BUFFET CO, LIMITED—Petn for winding up, presented Feb 28, directed to be heard March 9. Bull & Bull, 31, Essex st, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

UNLIMITED IN CHANCERY.

PETROLEUM ASSOCIATION—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Phillips Tomes, 17, Devonshire chmbrs, Bishopsgate st Without

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY SOCIETY, at Manor Inn, Caunton Manor, Nottingham. Feb. 16

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 18.

AINSCOUGH, GEORGE, Scarisbrick, Lancs, Joiner March 19 Worden & Ashington, Southport

BAUMGARTEN, ALOIS, Adelaide rd, Haverstock hill April 4 Laundy & Co, Strand

BAYER, PHILIPP, Upper Holloway March 30 Eisdell & Thompson, Jermyn st

BENNETT, Sir JOHN, St Leonards March 30 Halse & Co, Cheapside

BOYCE, CHARLOTTE SARAH, William st, Lowndes sq March 31 Lowe & Co, Temple gdns

BOYCE, FREDERICK AGAR, William st, Lowndes sq, Commander R.N. March 31 Lowe & Co, Temple gdns

BROWNE, MARY SUTTLIFFE, Wandsworth April 16 Batchelor & Batchelor, Outer Temple, Strand

BROWN, Mrs SARAH, Cheltenham March 31 Winterbothams & Gurney, Cheltenham

CARTLEDINE, LAWRENCE STEPHEN, Sleaford, Lincoln March 19 Fletcher, Donington

CHILD, THOMAS HALL, Chute Manor, Wilts March 31 Smith & Son, Andover, Hants

CLARK, THOMAS, Surbiton, Surrey March 31 Hubbard & Co, Cannon st

CLARKE, Rev JOSEPH, Ealing, Southampton April 25 Coxwell, Southampton

CLIFFORD, JAMES, Coverham, York, Innkeeper March 28 Maughan, Middleham, R S O, Yorks

CRAMPIN, ANN, Saxmundham, Suffolk March 31 Southwell & Fry, Saxmundham

DEAN, JOHN, Newcastle under Lyme March 7 T & E Slaney, Newcastle

DEAN, WILLIAM, Hawthorn, Victoria, Merchant Feb 12 St Barbe & Co, Delahay st, Westminster

DILLON, JAMES MOLLACHE, East Stonehouse, Licensed Victualler March 10 Graves, Plymouth

EDWARDS, WILLIAM HENRY, New Cross rd March 14 Edwards, Queen Victoria st

FRY, REI, Strood, Kent, Grocer March 19 Robinson, Strood

GIBSON, ROSINA AGNES, Clarendon gdns, Maida Vale March 25 ander & Son, New sq, Lincoln's inn

HACKMAN, GRANVILLE, Marylebone, Builder March 19 Morley & Co, Gresham House

HALL, JOHN, Washington March 20 Patten & Prentice, Greenock

HALSE, RICHARD WILLIAM DAVIS CLARENCE, Bayswater April 2 Trustram, Cheapside

HARRIS, THOMAS, Birmingham, Carrier March 5 Wright, Birmingham

HOLLINGS, HENRY JOHN, Belvoir, Leicester, Poulterer April 13 Hankinson & Meakin, Derby

HUBBARD, MARIA, Hackney March 23 Mills & Co, Brunswick pl, City rd

HUGHES, MICHAEL, Widnes, Lancs April 4 Husband, Liverpool

HUTCHINSON, ELIZA, Hornsey March 1 Snow & Co, Gt St Thomas Apostle

INGERSOLL, FREDERICK RICHARD, Lewisham March 31 Lowless & Co, St Martin's la

JAMES, MARY, Bristol March 12 James Davidson

JOHNSON, WILLIAM SPENCER, Bayswater March 17 Preston & Co, Lincoln's inn fields

KING, THOMAS JOSEPH, Blackpool, Accountant Feb 28 Kay, Blackpool

LLOYD, ELIZABETH, Oxton, Chester March 31 John Quinn & Sons, Liverpool

LITTON, Rev EDWARD ARTHUR, Cheltenham March 31 Girdlestone, Pall mall

LOASBY, JOSEPH, Kettering March 29 Bull, Kettering

LOW, PETER, Bury st April 1 Stephen & Co, Dublin

MELLOR, JOSHUA, Stoke upon Trent March 29 Heaton & Son, Burslem

MOLE, JOHN, Worcester Feb 28 Court & Perry, Wolverhampton

MORRISON, JOHN FLEMING, Cornhill on Tweed March 30 Stanton & Atkinson, Newcastle upon Tyne

NICHOLSON, LOUISA, Herne Hill Mar 19 Shepheards, Finsbury circus

PEARSON, MARY, Wensley, York Mar 28 Maughan, Middleham, R S O, Yorks

PETERS, PAUL NEWTON, Latchford, Chester, Engine Driver April 2 Dootson, Leigh

POWNALL, WALTER WHATELY, Gloucester ter, Hyde Park March 22 Hooper & Whately, Lincoln's inn fields

PRICHARD, AUGUSTIN, Clifton Mar 25 Pritchard, Bristol

RAMSBOTHAM, JANE, Crowborough, Sussex March 15 Morse & Co, Copthall bldgs

READ, ANNE FRANCIS, Canterbury March 18 Furley, Canterbury

ROBINSON, EDWARD, Crank Rainford, Lancs, Farmer March 21 Brewis, St Helen's

RYALL, ANNA MARIA, New Cross March 15 Newman & Co, Clement's inn

SHEEHY, ANNA MARIA, San Francisco April 1 Stibbard & Co, Leadenhall st

SIMPSON, WILLIAM, Chorlton upon Medlock, Manchester March 31 Goulty & Goodfellow, Manchester

SMITH, DAVID, Southport March 28 Yates, Southport

SMITH, THOMAS GOODRIDGE, Coventry, Licensed Victualler March 16 Minster, Coventry

STEWARD, ALFRED, Leicester, Optician March 25 Blackwell, Leicester

STOCKWELL, MARY ANN, South Hinckley, Oxford March 18 Molesworth, Rochdale

SUNDERLAND, THOMAS, Chorlton upon Medlock, Manchester March 31 Goulty & Goodfellow, Manchester

TURLE, FREDERICK ARNOLD, Shortlands, Kent April 5 Michael Abrahams & Co, Old Jewry

WHITAKER, MALACHI, Leeds, Milk Dealer March 31 Dunning & Co, Leeds

WILKES, EDWIN HAWKINS, Camberwell April 9 Banks Pittman, Basinghall st

WILLIAMS, SAMUEL JAMES, Battersea March 21 Woodbridge, Surrey st

WILSON, JOHN, Cumberland, Yeoman March 7 Hayton & Simpson, Cockermouth

London Gazette—TUESDAY, Feb. 22.

AIREY, Sir JAMES TALBOT, K C B, Victoria st March 21 Dickinson, Victoria st

ANDERSON, WILLIAM JAMES, Westbourne ter, Merchant March 25 Crouch & Co, Lawrence ln, Cheapside

ARCHER, EDWARD, Alcester, Warwick, China Dealer April 7 Slatter & Co, Stratford upon Avon

AUSTERBURY, ALMA LETITIA, Kingston upon Hull March 25 Kenyon, Old Jewry

BARNES, JAMES, Northfield, Worcester, Drainer March 25 Cottrell & Son, Birmingham

BELL, MARY, Sutton, Surrey March 31 Drake & Co, Rood ln

BELL, THOMAS, Blackley, Manchester, Beerhouse Keeper March 17 Mills, Manchester

BOWDLER, WILLIAM FREDERICK, Poplar, Plumber March 18 Cheesman, Old Serjeants' inn

BROADBENT, THOMAS TURNER, Ashton under Lyne March 5 Pownall, Ashton under Lyne

CALEY, MARGARET, Liverpool March 22 Bremner & Co, Liverpool

COLLES, CHARLOTTE, Garston, Lancaster April 12 Husband, Liverpool

COMBINS, CATHARINE MARY, Meole Brace, Shrewsbury March 31 Henry Wade & Son, Shrewsbury

DOUGLAS, ANN, Newcastle upon Tyne April 5 Robert Brown, Newcastle upon Tyne

DRAY, ARTEMESIA SARAH, Wandsworth April 11 Geo Thatcher, Essex st, Strand

EVERARD, CHARLES, Kentish Town April 2 Jennings, Kentish Town rd

EYLAND, EDWARD, Bolton, April 9 Hulton & Co, Bolton

FARQUHARSON, CONSTANCE, Eastbury park, nr Blandford, Dorset April 1 Hores & Co, Lincoln's inn fields

GRAY, JOHN, Saudal Magna, York April 10 Edmondson, Wakefield

GRAYSON, JAMES, Over, Chester, Painter April 18 Cooke, Winsford, Cheshire

HAY, GEORGE EDWIN ALFRED, Weston super Mare, Commercial Traveller March 30 Wansbrough & Co, Weston super Mare

HUMPHREYS, MARY, Shrewsbury March 31 Henry Wade & Son, Shrewsbury

INGRAM, ROBERT, Freemantle, Southampton March 19 Brennand, Blandford

KAYE, Lady ELIZABETH MARGARET LISTER, Boughton, Maidstone May 20 Day & Co, Norfolk st

KERR, WALTER, Hounslow, Electrical Engineer March 18 Cheesman, Old Serjeants' inn

KNIGHT, WILLIAM, Holyhead, Anglesey, Innkeeper March 15 Pritchard, Holyhead

LAMB, CHARLES, Lantegios by Fowey, Cornwall, Farmer March 25 Graham & Graham, Fowey

LAWLOR, THOMAS JOHN, Scarborough, Hotel Keeper April 2 Royle, Scarborough

LEE, JANE, Ashton under Lyne April 2 Ellison, Ashton under Lyne

LODGE, WILLIAM, Ashton under Lyne March 5 Pownall, Ashton under Lyne

MARTIN, JAMES, Higher Broughton, Manchester, Boot Dealer March 18 Orrell, Manchester

MITCHELL, JAMES, Linslade, Bucks, Brewer's Manager April 1 Calcott, Leighton Buzzard

ORRIDGE, BENJAMIN HERBERT RUTTER, St Leonard's on Sea March 31 Tippetts & Sons, Maiden ln, Queen st

PARTRIDGE, JOHN BAKER, Loughborough, Tinman April 7 Toone & Bartlett, Loughborough

POLLITT, WILLIAM, Guide Bridge, nr Ashton under Lyne, Carting Agent March 5 Pownall, Ashton under Lyne

QUINTON, JAMES, Islington, Tobacconist April 4 Joseph & Hyam, Finsbury pt

RAYMOND, JAMES, Highbury April 1 Boulton & Co, Northampton sq

RYAN, GEORGE, St Benet's ct, Gracechurch st March 31 Atkinson & Dresser, Finsbury circus

SIMMONS, CAROLINE, St Leonard's on Sea March 31 Dawes, Rye

SIMON, HANNAH, Liverpool April 1 Evans & Co, Liverpool

SIMON, JOHN, Liverpool April 1 Evans & Co, Liverpool

SWAIN, MARGARET, Alberbury, Salop March 31 Wade & Son, Shrewsbury

WARD, GEORGE WILSON, Cawood, York, Farmer April 26 Parker & Parker, Selby

WATERS, WILLIAM ALLEN, Rye, Sussex, Chemist March 31 Dawes, Rye

WATSON, ELIZABETH, Beaufort st, Elm Park gdns March 18 Watson, Lincoln's inn fields

WILSON, JANE, Stalybridge, Licensed Victualler March 14 Whitehead, Stalybridge

WOOD, JESSE, Leeds April 1 Dawson & Chapman, Leeds

WOOD, THOMAS, Batley, York, Ironmonger April 4 Law, Batley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 25.

RECEIVING ORDERS.

ALLSOP, DANIEL, Brassington, Derbys, Coal Agent Derby Pet Feb 21 Ord Feb 21

ALLSWORTH, HENRY SETH, Bermondsey, Grocer High Court Pet Feb 23 Ord Feb 23

BERE, AMOS EDWARD, Leicester, Baker Leicester Pet Feb 22 Ord Feb 22

BROWN, EMILY SOPHIA, Mayfield, Sussex Tunbridge Wells Pet Jan 31 Ord Feb 23

BRYAN, ALFRED JOHN, Upper Henwick, Worcester, Coal Dealer Worcester Pet Feb 19 Ord Feb 19

CARBUTT, GEORGE, Birstall, York, Petroleum Oil Dealer Dewsbury Pet Feb 21 Ord Feb 21

CHILD, EDWARD, Staincliffe, Batley, Beerhouse Keeper Dewsbury Pet Feb 21 Ord Feb 21

COLLINS, GEORGE THOMAS, Dorchester, Fruiterer Dorchester Pet Feb 21 Ord Feb 21

COOK, WILLIAM THOMAS, Saltash, Cornwall, Farmer Plymouth Pet Feb 22 Ord Feb 22

CUDWORTH, GEORGE, Derby, Fitter Derby Pet Feb 22 Ord Feb 22

CUTHBERTSON, WILLIAM, Swindon, Yorks, Innkeeper Scarborough Pet Feb 21 Ord Feb 21

DAVIES, SAMUEL, Swansea, Commission Agent Swansea Pet Feb 21 Ord Feb 21

DRAKIN, ALBERT THOMAS, Lincoln, Confectioner Lincoln Pet Feb 23 Ord Feb 23

DU MONT, J E B, Throgmorton av, Stockbroker High Court Pet Jan 29 Ord Feb 18

FANSHAWE, ARTHUR, Ashton on Mersey Manchester Pet Feb 8 Ord Feb 21

GREIG, ALBERT, West Hartlepool, Plumber Sunderland Pet Feb 22 Ord Feb 22

HENRY, JOSEPH, Manchester, Painter Manchester Pet Feb 23 Ord Feb 23

HERBERT, DAVID, St Pancras, Dairyman High Court Pet Feb 23 Ord Feb 23

HOBLEY, HENRY WILLIAM, Warwick, Pork Butcher Warwick Pet Feb 22 Ord Feb 22

HUGHES, JOHN, jun, Ashstead, Surrey, Builder Croydon Pet Feb 22 Ord Feb 22

HUTCHINS, HENRY, Hurstbourne Tarrant, Hants, Butcher Salisbury Pet Feb 18 Ord Feb 18

JASPER, WILLIAM CHARLES, Drake's Wall, nr Gunnislake, Cornwall, Carpenter Plymouth Pet Feb 23 Ord Feb 23

JENNINGS, WILLIAM, Northwich, Bootmaker Nantwich Pet Feb 21 Ord Feb 21

KERLING, WILLIAM, Bilston, Staffs, Journeyman Blacksmith Wolverhampton Pet Feb 19 Ord Feb 21

LABARD, FREDERICK, Gracechurch st, Watch Maker High Court Pet Jan 26 Ord Feb 23

LEIGH, JOHN, Rotherham, Boiler Welder Sheffield Pet Feb 22 Ord Feb 22

LOWNDES, JAMES THOMAS, Birmingham, Enquiry Clerk Birmingham Pet Feb 21 Ord Feb 21

LYNES, ABRAHAM MAURICE, Shoreditch, Tailor High Court Pet Feb 22 Ord Feb 22

MCDONALD, MARK WILLIAM, Waterloo, Lancs, Surgeon Liverpool Pet Jan 19 Ord Feb 23

NORWOOD, WILLIAM, Stockton on Tees, Builder Stockton on Tees Pet Feb 21 Ord Feb 21

NOTON, JOHN, Pontefract, Blacksmith Wakefield Pet Feb 21 Ord Feb 21

OLD, A J, Cheltenham, Licensed Victualler Cheltenham Ord Feb 17

PEEL, Sir ROBERT, Bart, Hobart pl, Eaton sq High Court Pet Dec 8 Ord Feb 23

REYNOLDS, JOHN, Bromyard, Herefords, Commission Agent Worcester Pet Feb 8 Ord Feb 19

ROGERS, JOHN HERBERT, Melton Mowbray, Baker Leicester Pet Feb 23 Ord Feb 23

SCUDAMORE, MINNIE, Bristol, Shopkeeper Bristol Pet Feb 22 Ord Feb 22

SMITH, FREDERICK RICHARD BRIDGES, Gloucester, Butcher Gloucester Pet Feb 21 Ord Feb 21

TAYLOR, RICHARD, West Bromwich West Bromwich Pet Feb 22 Ord Feb 22

TIPLER, ISAAC EDWIN, Northampton Northampton Pet Feb 19 Ord Feb 19

VARLEY, JOSEPH, Long Hill, nr Buxton, Farmer Stockport Pet Feb 21 Ord Feb 21

WEBB, JOHN, Walsall, Warehouseman Walsall Pet Feb 19 Ord Feb 19

WEBSTER, JAMES, Liverpool, Dairyman Liverpool Pet Feb 7 Ord Feb 21

Amended notice substituted for that published in the London Gazette of Feb 15:

BENTLEY, REGINALD JOSEPH, Acton, Financial Agent Brentford Pet Dec 20 Ord Feb 11

FIRST MEETINGS.

ALLSOP, DANIEL, Brassington, Derby, Coal Agent March 4 at 11 Off Rec, 40, St Mary's gt, Derby

ALLSWORTH, HENRY SETH, Bermondsey, Grocer March 4 at 2.30 Bankruptcy bldgs, Carey st

BEARDMORE, PAUL, Bradford, Boot Maker March 4 at 3 Off Rec, 31, Manor row, Bradford

BLADES, WILLIAM, Sheffield, Joiner March 4 at 2 Off Rec, Fig Tree ln, Sheffield

BRAY, GEORGE CHARLES, Hereford, Grocer March 7 at 10 2, Offa st, Hereford

BRYAN, ALFRED JOHN, Upper Henwick, Worcester, Coal Dealer March 5 at 11.30 Off Rec, 45, Copenhagen st, Worcester

CARBUTT, GEORGE, Birstall, York, Petroleum Oil Dealer March 4 at 3 Off Rec, Bank chmbrs, Batley

CHILD, EDWARD, Batley, Yorks, Beerhouse Keeper March 4 at 11.30 Off Rec, Bank chmbrs, Batley

DAVIS, GEORGE, Southsea, General Dealer March 7 at 3 Kepple's Head Pier Hotel, Portsmouth

DAWSON, JOHN, Bradford, Worsted Spinner March 4 at 11 Off Rec, 31, Manor row, Bradford

DU MONT, J E B, Throgmorton av, Stockbroker March 4 at 11 Bankruptcy bldgs, Carey st

DUNDERDALE, MARY JANE, Preston, Dressmaker March 4 2.30 Off Rec, 14, Chapel st, Preston

ETTON, JOSEPH, Gt Grimsby, Labourer March 4 at 11 Off Rec, 15, Osborne st, Gt Grimsby

FANSHAWE, ARTHUR, Ashton on Mersey, Cheshire March 4 at 3 Off Rec, Byrom st, Manchester

GIBSON, RUBENS LEONARD, Loughborough, Chemist March 4 at 3 Off Rec, 1, Berridge st, Leicester

HERBERT, DAVID, St Pancras, Dairyman March 4 at 2.30 Bankruptcy bldgs, Carey st

JAGO, JOSIAH, Sunderland, Medical Practitioner March 7 at 3 Off Rec, 25, John st, Sunderland

LYNES, ABRAHAM MAURICE, Shoreditch, Tailor March 4 at 12 Bankruptcy bldgs, Carey st

MARKHAM, JOHN SMITH, East Retford, Notts, Saddler March 8 at 12 Off Rec, 31, Silver st, Lincoln

MARSHALL, JOHN, Leicester, Baker March 4 at 12.30 Off Rec, 1, Berridge st, Leicester

MARSTON, JAMES, Dewsbury March 4 at 2 Off Rec, Bank chmbrs, Batley

MAYES, RICHARD, East Dereham, Norfolk, Builder Mar 5 at 12 Off Rec, 8, King st, Norwich

NETTLETON, RAYNER, Ossett, York, Rag Merchant Mar 4 at 10.30 Off Rec, Bank chmbrs, Batley

PINCHBECK, GEORGE, Great Grimsby Mar 4 at 11.30 Off Rec, 15, Osborne st, Great Grimsby

RAWLINGS, CHARLES, East Ham, Essex, Butcher Mar 4 at 12 Bankruptcy bldgs, Carey st

REYNOLDS, JOHN, Bromyard, Herefords, Commission Agent Mar 5 at 11 Off Rec, 45, Copenhagen st, Worcester

SHEARER, WILLIAM, Camberley, Surrey Mar 4 at 11.30 24, Railway app, London bdge

SMITH, WALTER, Wellington, Hereford, Innkeeper Mar 7 at 10 2, Offa st, Hereford

SPIVEY, FRANK WILSON, Luton, Straw Plait Merchant Mar 5 at 11 Chamber of Commerce, George st, Luton

TALLIS, WILLIAM HENRY, Leeds Mar 7 at 11 Off Rec, 22, Park row, Leeds

WINDSOR, ALFRED ERNEST, Stramshall, nr Uttoxeter, Confectioner Mar 4 at 11.30 Off Rec, 40, St Mary's gate, Derby

YOUNG, JOHN DORE, Aylesbury, Bucks, Confectioner Mar 4 at 12 1, St Aldate's, Oxford

ADJUDICATIONS.

ALLSOP, DANIEL, Brassington, Derby, Coal Agent Derby Pet Feb 17 Ord Feb 21

ALLSWORTH, HENRY SETH, 'Bermondsey, Grocer High Court Pet Feb 23 Ord Feb 23

BERE, AMOS EDWARD, Leicester, Baker Leicester Pet Feb 22 Ord Feb 22

BRYAN, ALFRED JOHN, Upper Henwick, Worcester, Coal Dealer Worcester Pet Feb 19 Ord Feb 19

CARBUTT, GEORGE, Birstall, York, Petroleum Oil Dealer Dewsbury Pet Feb 21 Ord Feb 21

CHATTELL, ADA, Yardley, Baker Birmingham Pet Jan 12 Ord Feb 21

CLARK, WILLIAM PETER, St John's Wood, Butcher High Court Pet Jan 6 Ord Feb 22

COLLINS, GEORGE THOMAS, Dorchester, Fruiterer Dorchester Pet Feb 21 Ord Feb 21

COOK, WILLIAM THOMAS, St Stephen's by Saltash, Cornwall, Farmer Plymouth Pet Feb 22 Ord Feb 22

CUDWORTH, GEORGE, Derby, Fitter Derby Pet Feb 22 Ord Feb 22

CUTHBERTSON, WILLIAM, Swinton, Yorks, Innkeeper Scarborough Pet Feb 21 Ord Feb 21

DAVIES, SAMUEL, Swansea, Commission Agent Swansea Pet Feb 21 Ord Feb 21

DRAKIN, ALBERT THOMAS, Lincoln, Confectioner Lincoln Pet Feb 23 Ord Feb 23

DUTTON, GEORGE WILLIAM, Chester, Grocer Chester Pet Jan 13 Ord Feb 23

EARL, JOHN, and CHARLES FRANCIS TAYLER, Kingkerswell, Devon, Brewers Exeter Pet Feb 4 Ord Feb 21

FANSHAWE, ARTHUR, Ashton on Mersey Manchester Pet Feb 8 Ord Feb 23

FEGEN, CHARLES MILTON, Toddington, Bedford, Surgeon Luton Pet Jan 31 Ord Feb 22

FLEMING, CHARLES JAMES, West Kensington, Barrister High Court Pet Feb 3 Ord Feb 21

GREIG, ALBERT, West Hartlepool, Plumber Sunderland Pet Feb 22 Ord Feb 22

HENRY, JOSEPH, Manchester, Painter Manchester Pet Feb 23 Ord Feb 23

HERBERT, DAVID, St Pancras, Dairyman High Court Pet Feb 23 Ord Feb 23

HOBLEY, HENRY WILLIAM, Warwick, Pork Butcher Warwick Pet Feb 22 Ord Feb 22

HUTCHINS, HENRY, Hurstbourne Tarrant, Hants, Butcher Salisbury Pet Feb 18 Ord Feb 18

JASPER, WILLIAM CHARLES, Drake's Wall, nr Gunnislake, Cornwall, Carpenter Plymouth Pet Feb 23 Ord Feb 23

JENNINGS, WILLIAM, Northwich, Bootmaker Nantwich Pet Feb 21 Ord Feb 21

KERLING, WILLIAM, Bilston, Stafford, Blacksmith Wolverhampton Pet Feb 16 Ord Feb 21

LEIGH, JOHN, Rotherham, Boiler Welder Sheffield Pet Feb 22 Ord Feb 22

LOWNDES, JAMES THOMAS, Birmingham, Enquiry Clerk Birmingham Pet Feb 21 Ord Feb 21

LYNES, ABRAHAM MAURICE, Shoreditch, Tailor High Court Pet Feb 22 Ord Feb 23

NORWOOD, WILLIAM, Stockton on Tees, Builder Stockton on Tees Pet Feb 21 Ord Feb 21

NOTON, JOHN, Pontefract, York, Blacksmith Wakefield Pet Feb 21 Ord Feb 21

PARTRIDGE, HENRY WILLIAM, Bedminster, Boot Dealer Bristol Pet Feb 11 Ord Feb 23

RAWLINGS, CHARLES, East Ham, Butcher High Court Pet Jan 27 Ord Feb 21

REYNOLDS, JOHN, Bromyard, Hereford, Commission Agent Worcester Pet Feb 8 Ord Feb 21

ROGERS, JOHN HERBERT, Melton Mowbray, Baker Leicester Pet Feb 22 Ord Feb 23

SHEARER, WILLIAM, Camberley, Surrey Guildford Pet Feb 15 Ord Feb 21

SMITH, FREDERICK RICHARD BRIDGES, Gloucester, Butcher Gloucester Pet Feb 21 Ord Feb 21

SMITH, HORACE MELVILLE, Euston rd, Solicitor High Court Pet July 10 Ord Feb 21

SMITH, RICHARD DIXON, Boughton, Chester, Market Gardener Chester Pet Feb 14 Ord Feb 23

ST. STEPHENS, RAYNAR, West Hampstead, Mining Engineer High Court Pet Aug 20 Ord Feb 21

TAYLOR, RICHARD, West Bromwich West Bromwich Pet Feb 21 Ord Feb 22

THOMAS, JOHN HENRY, Carmarthen, Carpenter Carmarthen Pet Feb 15 Ord Feb 19

TIPLER, ISAAC EDWIN, Northampton, Boot Lift Manufacturer Northampton Pet Feb 19 Ord Feb 19

TURNER, JOHN FOX, Lowestoft, Cooper Gt Yarmouth Pet Feb 19 Ord Feb 23

VARLEY, JOSEPH, Long Hill, nr Buxton, Derbys, Farmer Stockport Pet Feb 21 Ord Feb 21

ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

GRANT, C N, Windsor, of no occupation High Court Rec Ord May 18, 1895 Adjud June 7, 1895 Resc and Annul Feb 18

MEAD, JOHN HENRY, Derby st, Mayfair, Gent High Court Rec Ord April 20, 1892 Adjud May 11, 1892 Resc and Annul Feb 23

ADJUDICATION ANNULLED.

DE KETSCHENDORF, ERNEST, Cheltenham, Gent Cheltenham Adjud Jan 26, 1896 Annul Feb 17

London Gazette.—TUESDAY, Mar. 1.

RECEIVING ORDERS.

BELL, JOHN JAMES, Birmingham, Pork Butcher Birmingham Pet Feb 26 Ord Feb 25

CHAMBERS, EMMA, Bolton Bolton Pet Feb 25 Ord Feb 25

COBHAM, JOHN THOMAS LYON, Bridport, Dorset Dorchester Pet Feb 26 Ord Feb 26

COTTON, WILLIAM, Bristol, Boot Dealer Bristol Pet Feb 25 Ord Feb 25

CROSLAND, JAMES WALKER, Huddersfield, Draper Huddersfield Pet Feb 25 Ord Feb 25

DOWNING, HENRY, Thornaby on Tees Stockton on Tees Pet Feb 25 Ord Feb 25

DURRER, ERNEST FREDERICK, Chelsea, Cycle Maker High Court Pet Jan 27 Ord Feb 25

DUFFELL, ARTHUR, Devonport, Confectioner Plymouth Pet Feb 24 Ord Feb 24

ELLIOTT, ALFRED, Coventry, Saddler Coventry Pet Feb 25 Ord Feb 25

FAULKINGHAM, THOMAS ISAAC, Barlby, nr Selby, York, Draper York Pet Feb 24 Ord Feb 24

GOODHAND, FREDERICK, Louth, Draper Great Grimsby Pet Feb 5 Ord Feb 21

HARRISON, WILLIAM, Abbeytown, Cumberland, Farmer Carlisle Pet Feb 25 Ord Feb 25

HAWES, GEORGE BARKWORTH, and FRANK AUSTIN DAVIS, Upper Thames st, General Merchants High Court Pet Feb 10 Ord Feb 25

HART, JOHN, Driffield, York, Upholsterer Kingston upon Hull Pet Feb 25 Ord Feb 25

HEAPS, JAMES, Liverpool, Master Mariner Liverpool Pet Feb 24 Ord Feb 24

HUMPHREYS, WILLIAM HARDINGE, Maddox st, Solicitor High Court Pet Jan 7 Ord Feb 25

JAMES, NOAH JESSE, Gilfach Goch, Glam, Grocer Cardiff Pet Feb 24 Ord Feb 24

MILLS, JOHNSON, Salford, Engineer Salford Pet Feb 11 Ord Feb 25

NORTH, WILLIAM, Pudsey, Yorks, Solicitor Bradford Pet Feb 25 Ord Feb 26

NYE, THOMAS JOSEPH, New Brompton, Kent, Builder Rochester Pet Feb 26 Ord Feb 26

PATTERSON, HENRY FOOTE, Whitehall ct, Newspaper Proprietor Stockton on Tees Pet Feb 23 Ord Feb 23

PEARMAN, HENRY, Exmouth, Cycle Agent Exeter Pet Feb 14 Ord Feb 25

POGSON, FREDERICK, Sheffield, Grocer Sheffield Pet Feb 26 Ord Feb 26

RAY, LOUIS, Miles Platting, Lancaster, Tailor Manchester Ord Feb 24

RHODES, JOHN, Fulham, Omnibus Driver High Court Pet Feb 25 Ord Feb 25

RICHARDS, DAVID THOMAS, Neath, Glam, Brewer's Traveller Neath Pet Feb 26 Ord Feb 26

SALTER, WILLIAM, Leighton Buzzard, Tailor Luton Pet Feb 26 Ord Feb 26

SCOTT, JOSEPH NICHOLAS, West Hartlepool, Grocer Sunderland Pet Feb 24 Ord Feb 24

THURSTON, EDWARD, Shipdham, Norfolk, Fish Dealer Norwich Pet Feb 23 Ord Feb 23

TREHARNE, SON, & CRUMP, Fenchurch st High Court Pet Jan 19 Ord Feb 24

WAITE, ARTHUR, Lingerfield, nr Knaresborough, Farmer York Pet Feb 26 Ord Feb 26

WOOD, JOHN SADLER, Coleman st, Chartered Accountant High Court Pet Feb 7 Ord Feb 24

FIRST MEETINGS.

AKENHEAD, ALFRED, Cardiff, Accountant Mar 9 at 11 Off Rec, 29, Queen st, Cardiff

BALLINGER, THOMAS, Cheltenham, Farmer Mar 10 at 11.15 County Court bldgs, Cheltenham

BERE, AMOS EDWARD, Leicester Mar 8 at 12.30 Off Rec, 1, Berridge st, Leicester

BUSBY, GEORGE, Birmingham, Builder Mar 9 at 11 174, Corporation st, Birmingham

BUTLER, JOHN HENRY, Pontefract, Yorks, Painter Mar 8 at 11 Off Rec, 6, Bond ter, Wakefield

CHAMBERS, EMMA, Bolton Mar 11 at 11 16, Wood st, Bolton

CHATTELL, ADA, Yardley, Worcesters Mar 11 at 12 174, Corporation st, Birmingham

CONIBERE, ALFRED, Leatherhead, Surrey, Veterinary Surgeon Mar 9 at 12 Swan Hotel, Leatherhead

COOK, WILLIAM THOMAS, St Stephen's by Saltash, Cornwall,

Farmer Mar 8 at 11 Law Society's chmbrs, Athenæum lane, Plymouth

Cotton, William, Bristol, Boot Dealer Mar 9 at 12.30 Off Rec, Baldwin st, Bristol

Cox, Edward Edwin, Redditch, Worcs, Warehouseman March 10 at 11 174, Corporation st, Birmingham

Cudworth, George, Derby, Fitter March 8 at 11 Off Rec, 40, St Mary's gate, Derby

Davies, Samuel, Swansea, Commission Agent March 10 at 12 Off Rec, 31, Alexandra rd, Swansea

Deakin, Albert Thomas, Lincoln, Manufacturing Confectioner March 8 at 12.30 Off Rec, 31, Silver st, Lincoln

Duerre, Ernest Frederick, Chelsea, Cycle Maker March 8 at 12 Bankruptcy bldgs, Carey st

Duffell, Arthur, Devonport, Confectioner March 10 at 11 Law Society's chmbrs, Athenæum lane, Plymouth

Faulkingham, Thomas Isaac, Barlby, nr Selby, York, Draper March 15 at 12.15 Off Rec, 28, Stonegate, York

Fern, Walter, Landport, Hants, Watchmaker March 9 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

Hawes, George Barkworth, and Frank Austin Davis, Upper Thames st, General Merchants March 8 at 12 Bankruptcy bldgs, Carey st

Hitching, Daniel, Parkstone, Dorset, Builder March 8 at 12 Antelope Hotel, Poole

Horley, Henry William, Warwick, Pork Butcher March 8 at 12 Off Rec, 17, Hertford st, Coventry

Hughes, Thomas, Mountain Ash, Glam, Confectioner March 9 at 12 65, High st, Merthyr Tydfil

Humphreys, William Hardinge, Maddox st, Solicitor March 9 at 12 Bankruptcy bldgs, Carey st

Jasper, William Charles, Drake's Wall, Cornwall, Carpenter March 9 at 11 Law Society's chmbrs, Athenæum lane, Plymouth

Jennings, William, Northwich, Cheshire, Bootmaker March 14 at 2.30 Off Rec, King st, Newcastle under Lyme

Labard, Frederick, Gracechurch st, Watchmaker March 8 at 11 Bankruptcy bldgs, Carey st

Lowndes, James Thomas, Small Heath, Birmingham, Enquiry Clerk March 11 at 11 174, Corporation st, Birmingham

Lubbock, John, Cadoxton, Glam, Builder March 10 at 11 Off Rec, 29, Queen st, Cardiff

Monkman, William, West Hartlepool, Grocer March 9 at 2.30 Royal Hotel, West Hartlepool

Morgans, Edward, Quaker's Yard, Posting Master March 8 at 12 65, High st, Merthyr Tydfil

Morris, Herbert George, Bournemouth, Newsagent March 9 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

Powell, James, and John Smith, Ashington Northumberland, Grocers Mar 10 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

Price, William, Cwmsiflog, nr New Tredegar, Baker Mar 10 at 12 65, High st, Merthyr Tydfil

Roberts, Edward, Plas George, nr Denbigh, Farmer Mar 10 at 3.15 Black Lion Hotel, Mold

Rockett, Mary, Kingston upon Hull Mar 8 at 11 Off Rec, Trinity House ln, Hull

Sanders, William Davis, Cardiff, Grocer Mar 10 at 11.30 Off Rec, 29, Queen st, Cardiff

Scudamore, Minnie, Bristol, Shopkeeper Mar 9 at 12 Off Rec, Baldwin st, Bristol

Siggs, Frederick Lambert, Gressenhall, Norfolk, Schoolmaster Mar 12 at 1 Off Rec, 8, King st, Norwich

Smith, Frederick Richard Bridges, Gloucester, Butcher Mar 8 at 3 Off Rec, Station rd, Gloucester

Thomas, John, Lampeter, Cardigans Mar 12 at 12 Off Rec, 4, Queen st, Carmarthen

Thomas, Kate Clara, Northwich, Cheshire, Picture Frame Maker Mar 14 at 12 Off Rec, King st, Newcastle under Lyme

Thurston, Edward, Shipdham, Norfolk, Fish Dealer March 12 at 12 Off Rec, 8, King st, Norwich

Tipler, Isaac Edwin, Northampton, Boot Lift Manufacturer March 8 at 11.15 County Court bldgs, Sheep st, Northampton

Turner, Isaac, Armley, Leeds, Coal Merchant March 9 at 11 Off Rec, 22, Park row, Leeds

Turner, John Fox, Lowestoft, Cooper March 8 at 10.30 Lovewell Blake, Gt Yarmouth

Waite, Arthur, Lingerfield, nr Knaresborough, Farmer March 14 at 12.15 Off Rec, 28, Stonegate, York

Walmsley, Edward, Southport, Tailor March 9 at 2.30 Off Rec, 35, Victoria st, Liverpool

Webb, John, Walsall, Warehouseman March 10 at 11.30 Off Rec, Walsall

ADJUDICATIONS.

Barrett, Francis John, Gloucester, Joiner Newport, Mon Pet Feb 3 Ord Feb 24

Chambers, Emma, Bolton Bolton Pet Feb 25 Ord Feb 25

Child, Edward, Staincliffe, Batley, Beerhouse Keeper Dewsbury Pet Feb 21 Ord Feb 21

Cook, Sydney Herbert, Clacton on Sea Colchester Pet Jan 17 Ord Feb 25

Crosland, James Walker, Huddersfield, Draper Huddersfield Pet Feb 25 Ord Feb 25

Downing, Henry, Thornaby on Tees, York Stockton on Tees Pet Feb 25 Ord Feb 25

Duffell, Arthur, Devonport, Confectioner Plymouth Pet Feb 24 Ord Feb 24

Fournet, Aristide Antoine Marie, Marylebone, Oculist High Court Pet Jan 27 Ord Feb 25

Goodhand, Frederick, Louth, Lincs, Draper Great Grimsby Pet Feb 3 Ord Feb 24

Harrison, William, Abbeytown, Cumberland, Farmer Carlisle Pet Feb 25 Ord Feb 25

Hart, John, Great Driffield, York, Upholsterer Kingston upon Hull Pet Feb 25 Ord Feb 25

Heaps, James, Liverpool, Master Mariner Liverpool Pet Feb 24 Ord Feb 25

Holford, Thomas Toller, Ware, Herts, Advertising Agent Hertford Pet Feb 3 Ord Feb 28

James, Noah Jesse, Gilfach Goch, Glam, Grocer Cardiff Pet Feb 24 Ord Feb 24

McDonnell, Mary, Wigan, Provision Dealer Wigan Pet Dec 18 Ord Feb 23

Nettleton, Rayner, Ossett, York, Rag Merchant Dewsbury Pet Feb 19 Ord Feb 21

North, William, Pudsey, York, Solicitor Bradford Pet Feb 25 Ord Feb 25

Nye, Thomas Joseph, Rochester, Builder Rochester Pet Feb 26 Ord Feb 26

Patterson, Henry Foote, Middlesex, Newspaper Proprietor Stockton on Tees Pet Feb 23 Ord Feb 25

Pogson, Frederick, Sheffield, Grocer Sheffield Pet Feb 26 Ord Feb 26

Rhodes, John, Fulham, Omnibus Driver High Court Pet Feb 25 Ord Feb 25

Richards, David Thomas, Neath, Glam, Brewer's Traveller Neath Pet Feb 26 Ord Feb 26

Salter, William, Leighton Buzzard, Tailor Luton Pet Feb 25 Ord Feb 26

Scott, Joseph Nicholas, West Hartlepool, Grocer Sunland Pet Feb 22 Ord Feb 24

Sixsmith, Moses, Ashington, Northumberland, Boot Dealer Newcastle on Tyne Pet Jan 11 Ord Feb 23

Stephens, George John Dix, and James Henry Houghton, Leeds, Clothiers Leeds Pet Jan 31 Ord Feb 23

Thurston, Edward, Shipdham, Norfolk, Fish Dealer Norwich Pet Feb 23 Ord Feb 23

Turner, John, Heywood, Lancs, General Contractor Bolton Pet Feb 9 Ord Feb 24

Waite, Arthur, Lingerfield, nr Knaresborough, Farmer York Pet Feb 26 Ord Feb 26

Walmsley, Edward, Southport, Tailor Liverpool Pet Feb 18 Ord Feb 26

Wilkins, John Edward, Greet, Worcs, Grocer Birmingham Pet Feb 15 Ord Feb 25

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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THE WRITER
OF THIS LETTER

is Mr. L. Caselton, 15, King George Street, Greenwich, London, S.E. He says:

"I have been for years a martyr to a very bad form of headache, which attacked me nearly every day, sometimes quite prostrating me. I was advised to give up drinking tea entirely, and take Cocoa as a beverage. I decided to try Dr. Tibbles' Vi-Cocoa, which I commenced taking some two months ago, and I am glad to say that since then I have been quite free from my dread enemy, headache. I feel confident that this result was brought by Dr. Tibbles' Vi-Cocoa, for I had tried numerous remedies without any success. I find nothing picks me up so quickly as a cup of Dr. Tibbles' Vi-Cocoa after I have had a stiff day's work in school. I shall be glad to testify personally to anyone what a real boon your excellent food beverage has proved to me."

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EPPS'S COCOA

EXTRACT FROM A LECTURE ON "FOODS AND THEIR VALUES," BY DR. ANDREW WILSON, F.R.S.E., &c.—"I any motives—first, of due regard for health, and second, of getting full food-value for money expended—can be said to weigh with us in choosing our foods, then I say that Cocoa (Epps's being the most nutritious) should be made to replace tea and coffee without hesitation. Cocoa is a food; tea and coffee are not foods. This is the whole science of the matter in a nutshell, and he who runs may read the obvious moral of the story."

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